

DATED

21st June

2006

(1) LMS (WINCHESTER ROAD) LIMITED

and

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T
relating to land known as
2-20 WINCHESTER ROAD AND 157A FELLOWS ROAD
HAMPSTEAD, LONDON NW3
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962

S:plan/Imm/s106 Agreements/Winchester Road 2-20 & 157A Fellows Road
(AH, TP, EC, CC, CF, POSC, HC, CC, BREAM, LC, USE)
REF: CLS/COM/LMM/1431.498

THIS AGREEMENT is made the 21st day of June 2006

B E T W E E N:

1. **LMS (WINCHESTER ROAD) LIMITED** (Co. Regn. No. 5391453) whose registered office is at Carlton House 33 Robert Adam Street London W1U 3HR (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL745172 and NGL722418.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the development of the Property was submitted to the Council and validated on 21st December 2005 and the Council resolved to grant permission conditionally under reference number 2005/5580/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and the local highway authority for the purposes of the Highways Act 1980 and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 As local highway authority the Council considers the Highways Works and the Public Realm Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost housing provided by a Registered Social Landlord or the Council available for social rent to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market
- 2.3 "Affordable Housing Units" the 25 residential units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing and shown shaded and edged green on Plan 2
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "the Application" a planning application in respect of the development of the Property submitted to the Council and validated on 21st December 2005 for which a resolution to grant permission has been passed conditionally under reference number 2005/5580/P subject to conclusion of this Agreement
- 2.6 "Boulevard Standard" a high standard of paving that the Council applies to all new footway works and is defined as:-

- (i) 75mm thick by 600mm square and/or 600mm x 450mm reinforced concrete slabs (Marshals-Liverpool or similar approved);
- (ii) laid on 25mm thick bed of 1 part cement to 6 parts sand with same in joints;
- (iii) laid on 150mm thick C7.5P Concrete

2.7 "the Certificate of Practical Completion"

the final certificate issued by the Council certifying that the Development has been completed ready for Occupation to its reasonable satisfaction

2.8 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date three months after the date of the issue of the Certificate of Practical Completion

2.9 "the Development"

redevelopment to provide 3 new buildings of part 3 part 5 stories plus basement 5 stories plus basement and 8 stories plus basement and sub basement containing 76 residential units (comprising 51 private and 25 affordable units) , 416 sqm of commercial floorspace (comprising 312sqm Class A1 Retail, 104 sqm Class A2 Financial and Professional Services), 41 car parking spaces with new vehicular access from Fellows Rd plus associated hard and soft landscaping as shown on drawing numbers: 15-01-P001; P18 rev A; P19 rev A; P20 rev A; P21 rev A; P22 rev A; P23 rev A; P24 rev A; P25 rev A; P26 rev A; P27 rev A; P28 rev A; 15-

02- P011 rev A; P012 rev A; P013 rev A; 15-03-050 rev A; P051 rev A; P052 rev A; P053 rev A; P054 rev A; 15-06-P10 rev A; P11 rev A; P20 rev A; P21 rev A; P22 rev A; 20-01-P20 rev A; P21 rev A; P22 rev A; existing site plan; preliminary assessment (Rev B); GLA Tool Kit- Explanatory Note; transport statement; arboricultural report; energy strategy; structural section of report; planning & design statement; daylight & sunlight report

2.10 "the Education Contribution"

the sum of £139,482 (one hundred and thirty nine thousand four hundred and eighty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the relevant education area within the London Borough of Camden

2.11 "the Energy Strategy Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing energy emissions by at least 10% by using the proposed renewable energy methods contained within that schedule

2.12 "the Environmental Contribution"

the sum of £50,000 (fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of a residents laundry for the benefit of Chalcots Estate residents and/or security and community facilities in the surrounding area

2.13 "the Financial Contributions"

the Education Contribution the Environmental Contribution the Highways Contribution the Off-Site Landscaping Contribution and the Public Open Space Contribution

2.14 "the Highways Contribution"

the sum of £80,000 (eighty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (i) reinstatement of footways fronting the Property to Boulevard Standard
- (ii) relocation of crossovers to accommodate the Development
- (iii) relocation of parking bays in the vicinity of the Property
- (iv) any other works required as a result of the Development

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

- 2.15 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.16 "the Landscaping Works" the provision and planting by the Owner of 6 semi mature trees of the Pyrus Chanticleer species on the west elevation of the Property adjoining Winchester Road
- 2.17 "the Landscaping Works Plan" a plan for the carrying out of the On-Site Landscaping Works setting out details of landscaping siting costings and all other details necessary for the provision of the Landscaping Works to be submitted by the Owner to the Council for approval
- 2.18 "Lifetime Homes Standards" a set of standards as set out in the First Schedule hereto as updated from time to time drafted in accordance with the Housing Corporation Scheme Development Standards imposed by the London Borough of Camden order to provide accessible housing in the Borough
- 2.19 "Method Statement " the method statement setting out in specific detail all steps the Owner shall take during the Construction Phase to minimise disruption and environmental effects arising out of the Construction Phase including procedures for notifying the owners and or occupiers of the residents and businesses in the locality in advance of major operations delivery

schedules and amendments to normal traffic arrangements

2.20 "the Nominated Units"

the 13 residential units forming part of the Development as shown shaded and edged in orange on the drawings marked Plan 3

2.21 "the Off-Site Landscaping"

the provision and planting of 6 semi mature trees of the Pyrus Chanticleer species for planting by the Council in the immediate vicinity of the Property including the relocation of services to allow the trees to be planted along the edge of the footway

2.22 "the Off-Site Landscaping Contribution"

the sum of £12,750 (twelve thousand seven hundred and fifty pounds) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt to carry out the Off-Site Landscaping and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.23 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

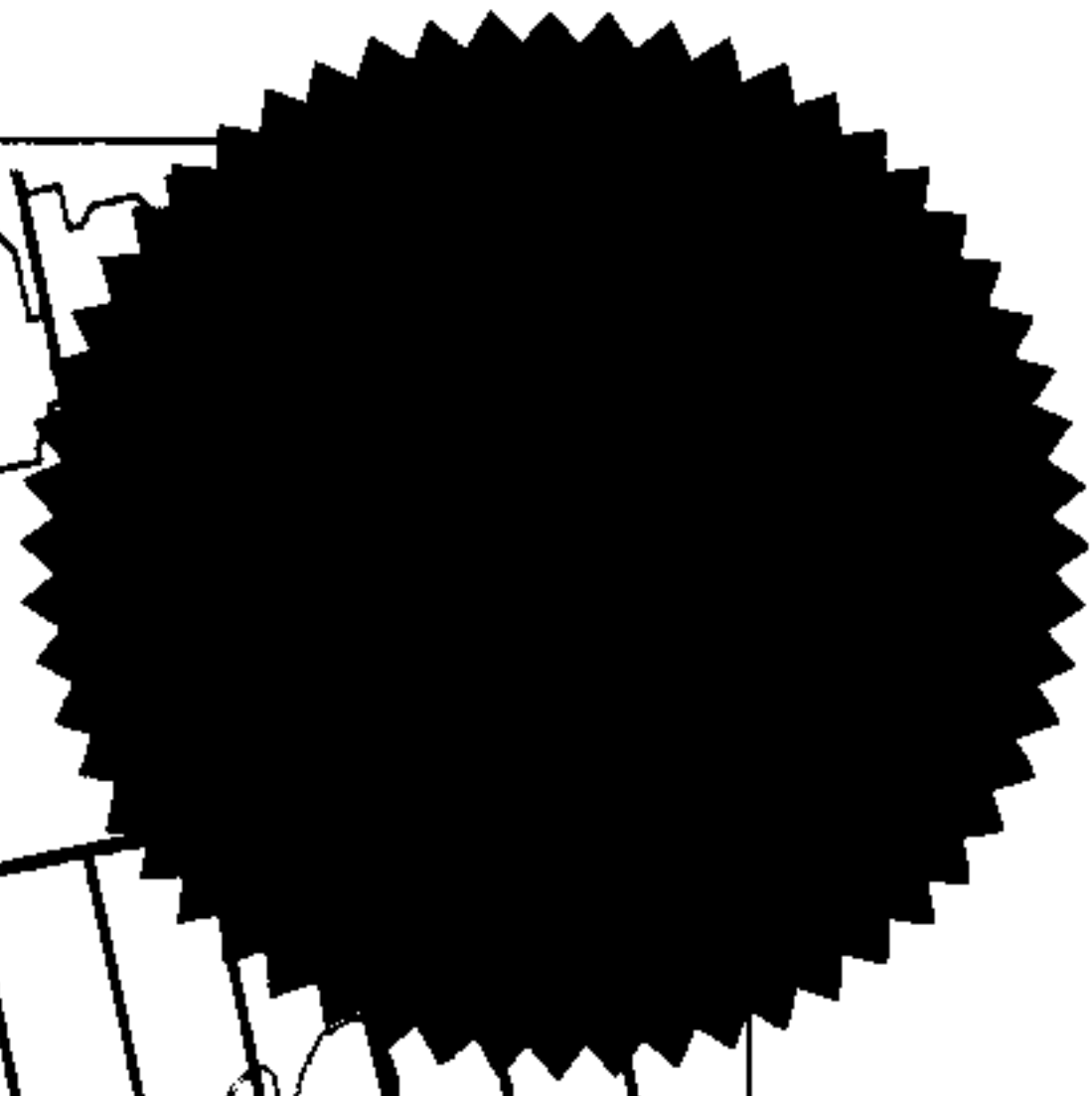
2.24 "Open Market Units"

the residential units within the Development which are not Affordable Housing Units

2.25 "the Parties"

mean the Council and the Owner

- 2.26 "Plan 1" the drawing marked "Plan 1" annexed hereto
- 2.27 "Plan 2" the drawings numbered 15-01_P19; P20; P21; P22; P23 and P24 all marked "Plan 2" annexed hereto
- 2.28 "Plan 3" the drawings numbered 15-01_P19; 20; 21; 22; 23 and 24 all marked "Plan 3" annexed hereto
- 2.29 "the Plans" the Energy Strategy Plan the Landscaping Works Plan the Sustainability Plan and the Travel Plan
- 2.30 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.31 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.32 "the Property" the land known as 2-20 Winchester Road and 157A Fellows Road Hampstead London NW3 the same as shown shaded grey on the plan annexed hereto
- 2.33 "Public Open Space Contribution" the sum of £156,551 (one hundred and fifty six thousand five hundred and fifty one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of



PLAN 1




Application No: 2005/5580/P
2-20 Winchester Road & 157A Fellows Road
London
NW3 3NT

Scale:
1:1250
Date:
19-Jun-06



This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office, © Crown Copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings.

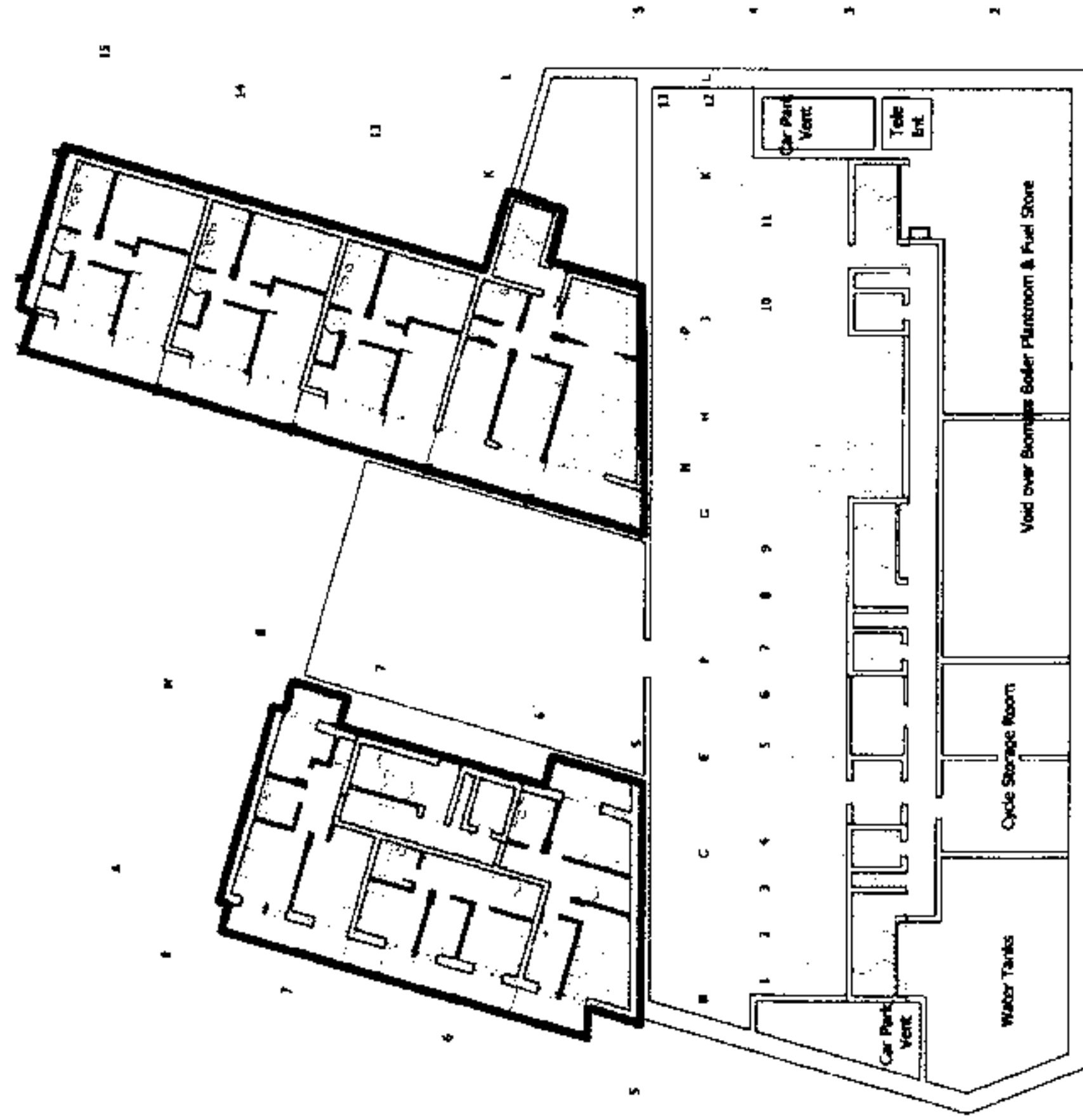
DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OVERSIGHTS AND DISCREPANCIES TO BE
 REPORTED TO THE ARCHITECT IMMEDIATELY.

Key
 Location of Affordable Units

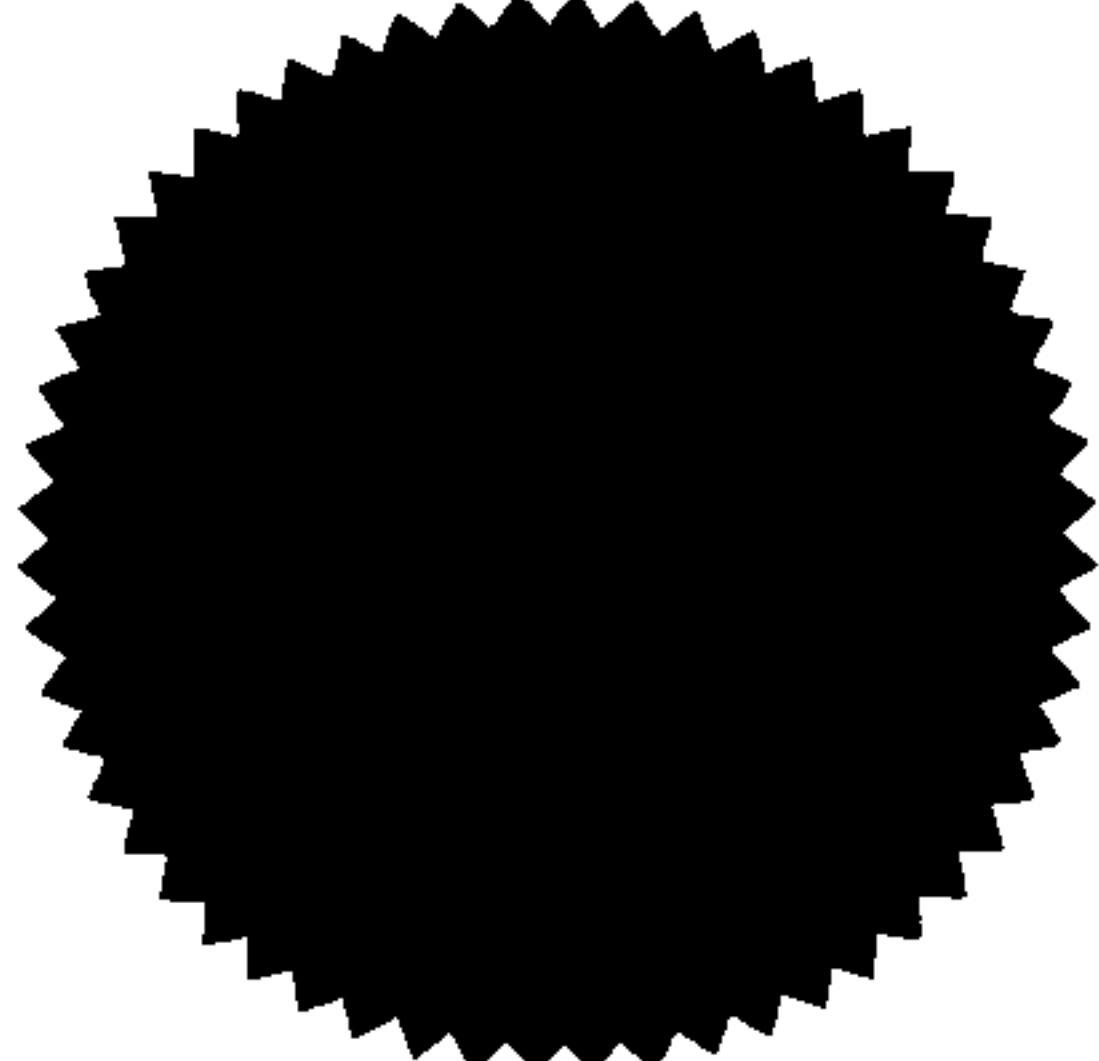
PLAN 2

HORNBY CLOSE

FELLOWS ROAD



WINCHESTER ROAD



P L A N I N G

SQUIRE AND PARTNERS

77 Wicklow Street London W1K 1UY
 Tel 020 7278 5555 Fax 020 7278 6655
 email@squireandpartners.com
 www.squireandpartners.com

PROJECT
 2-20 Winchester Road
 NW3

DRAWING
 Plan 2 - Basement Floor Level
 Location of Affordable Housing Unit

Drawn	CM	Date	June 2006	Scale	1:5000
Job number	04041	Drawn number	[15-01] P19	Revision	A


Original Drawing Size A3

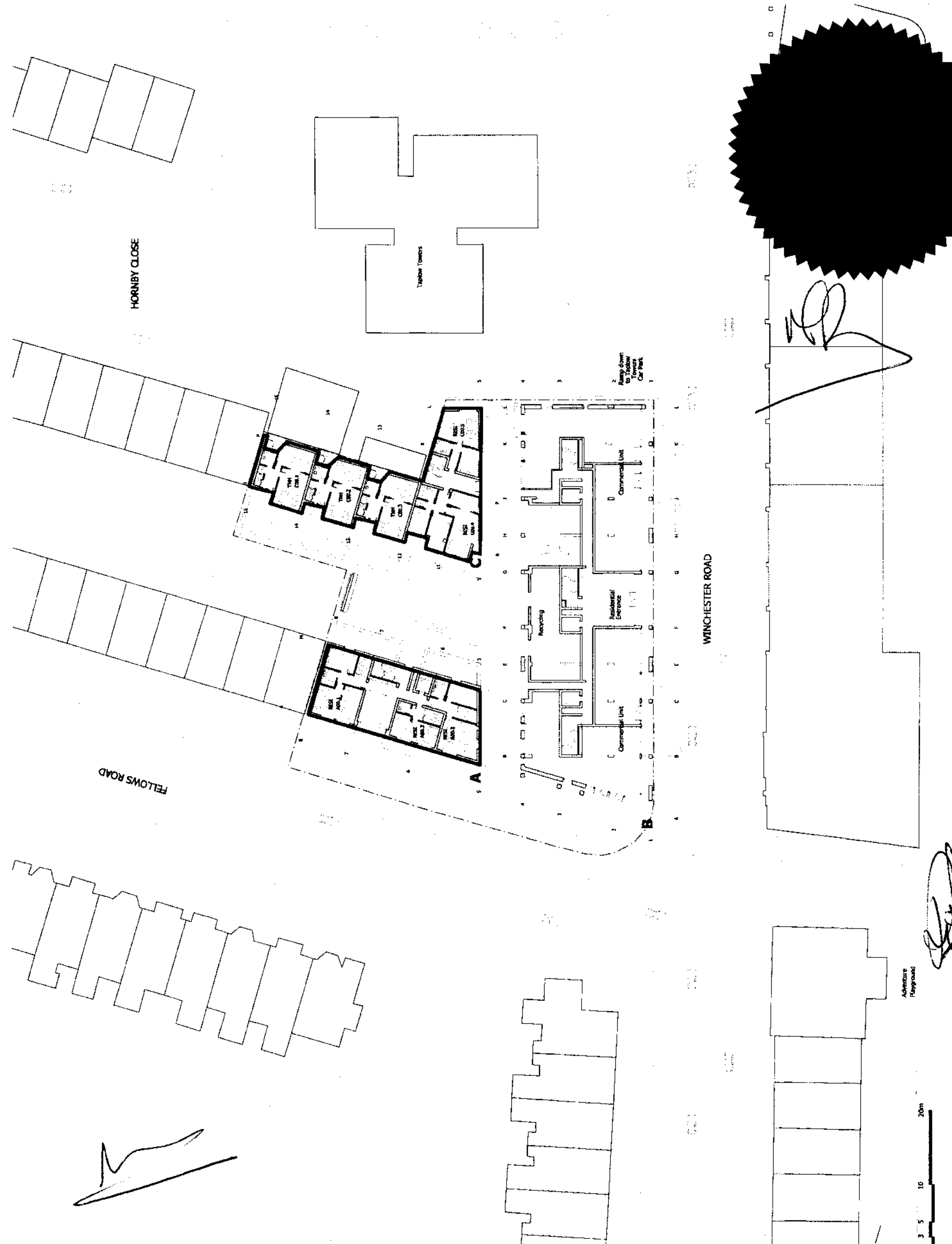
N



PLAN 2

DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL ERRORS AND DISCREPANCIES TO BE
 REPORTED TO THE ARCHITECT IMMEDIATELY.

Key
 Location of Affordable Units



P L A N I N G
 Date: _____
 Check: _____

SQUIRE AND PARTNERS

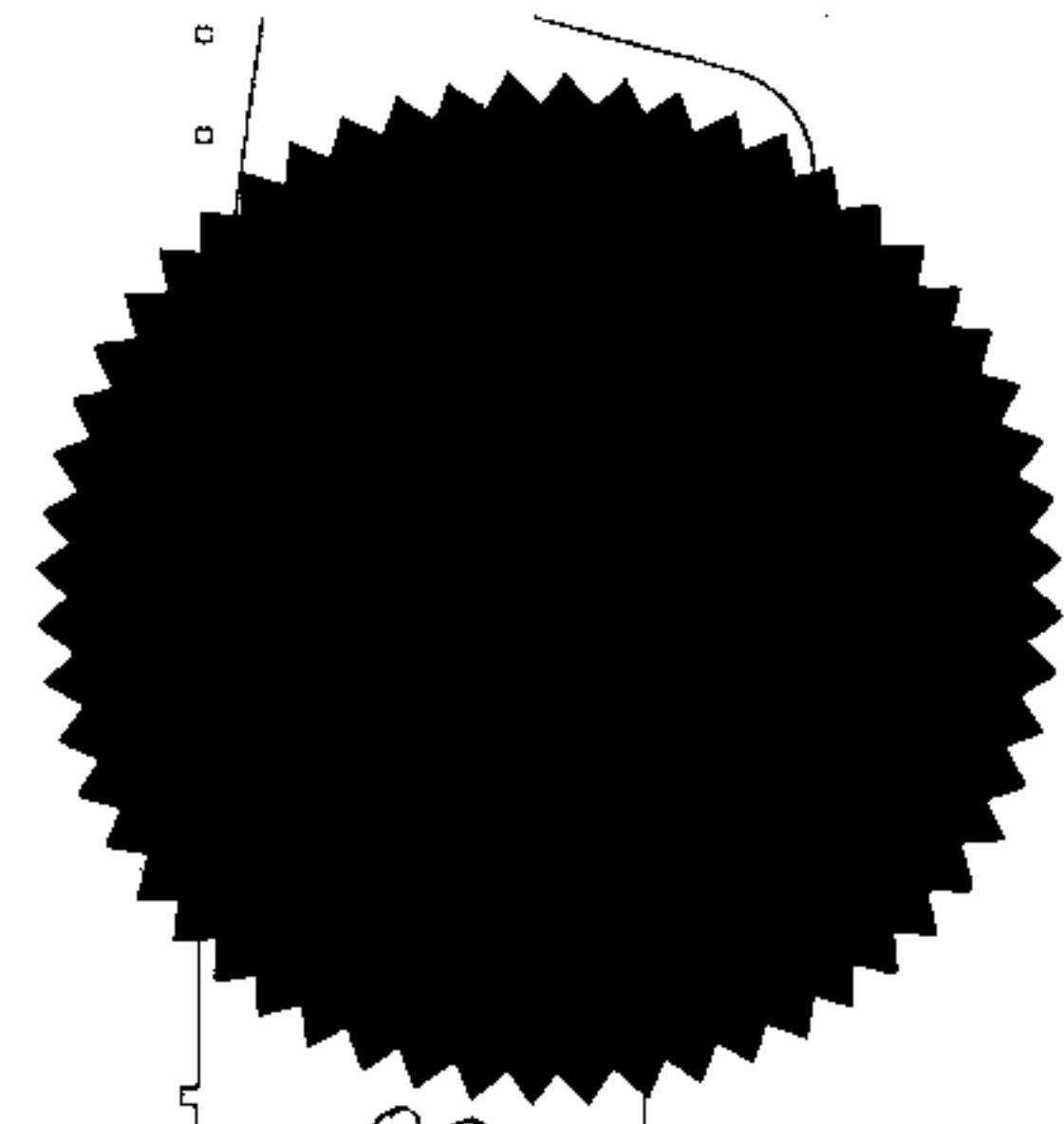
77 Wicklow Street London W1C1X 8TY
 Tel 020 7378 5555 Fax 020 7319 8995
 email@squireandpartners.com
 www.squireandpartners.com

Project: 2-20 Winchester Road
 NW3

Drawn: _____
 Plan 2 - Ground Floor Level
 Location of Affordable Housing Unit

Drawn	CM	Date	June 2006	Scale	1:2000(A)
Job number	04041	Drawing number	[15-01]_P20	Revision	A

Original Drawing Size A1



[Handwritten signature]

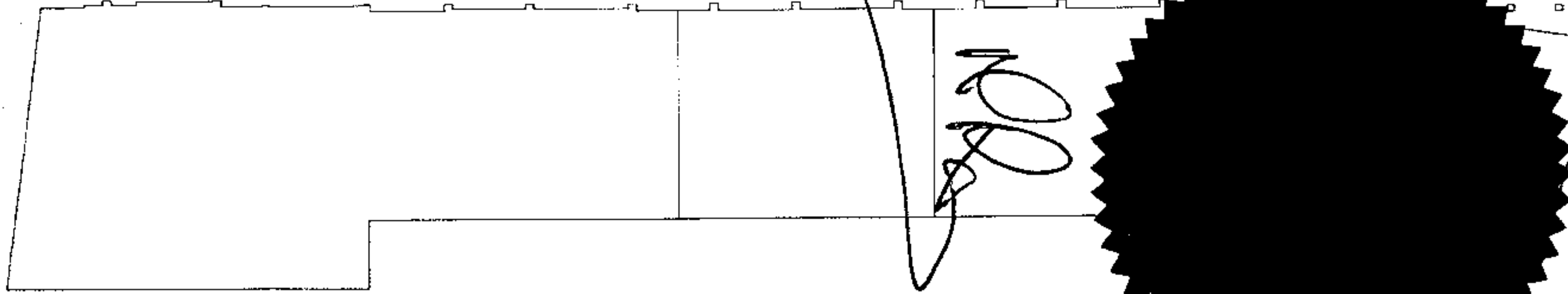
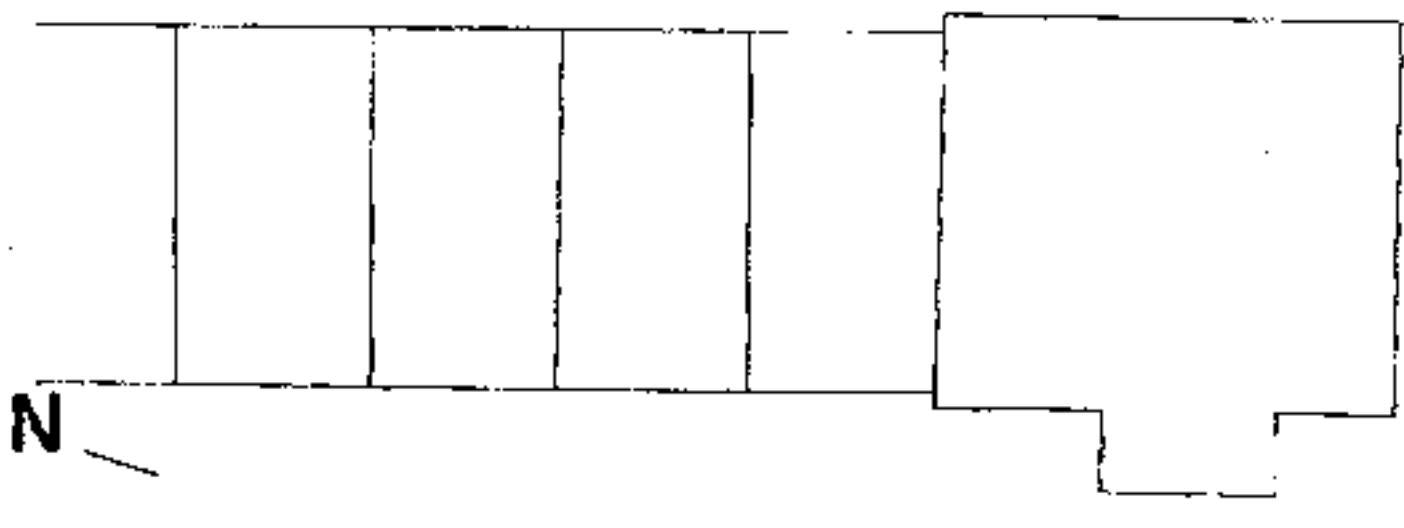
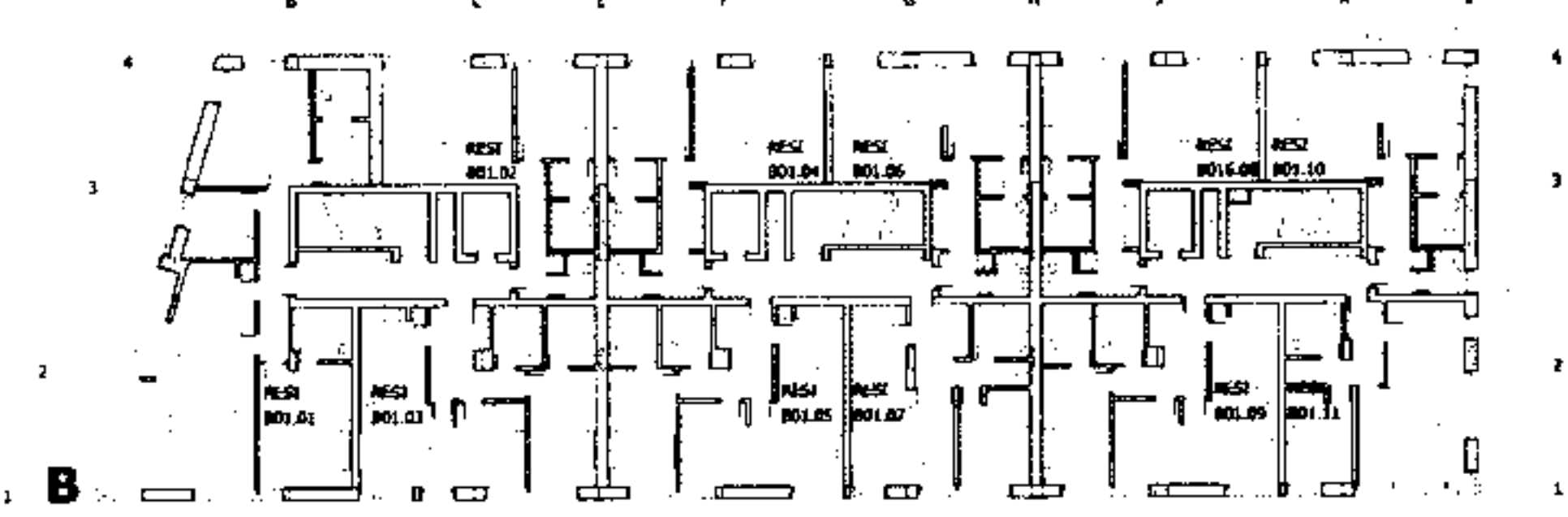
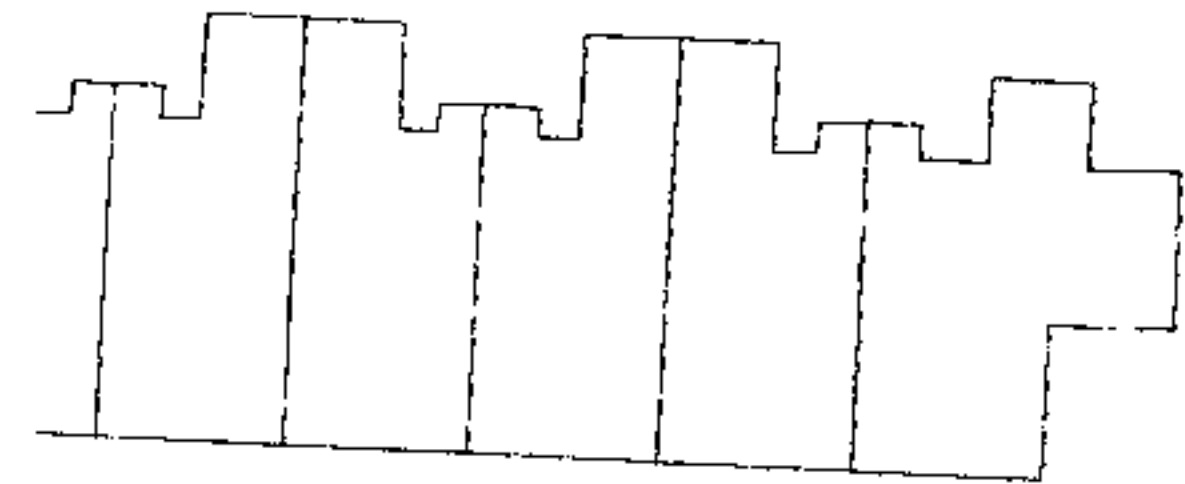
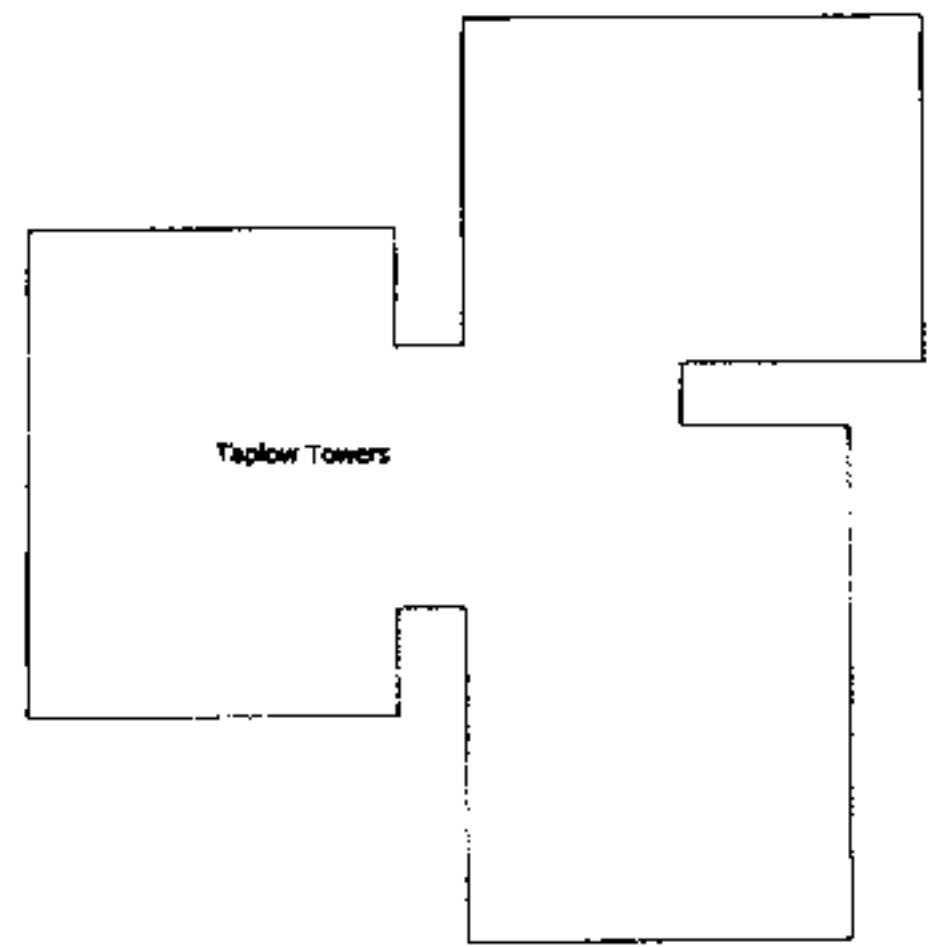
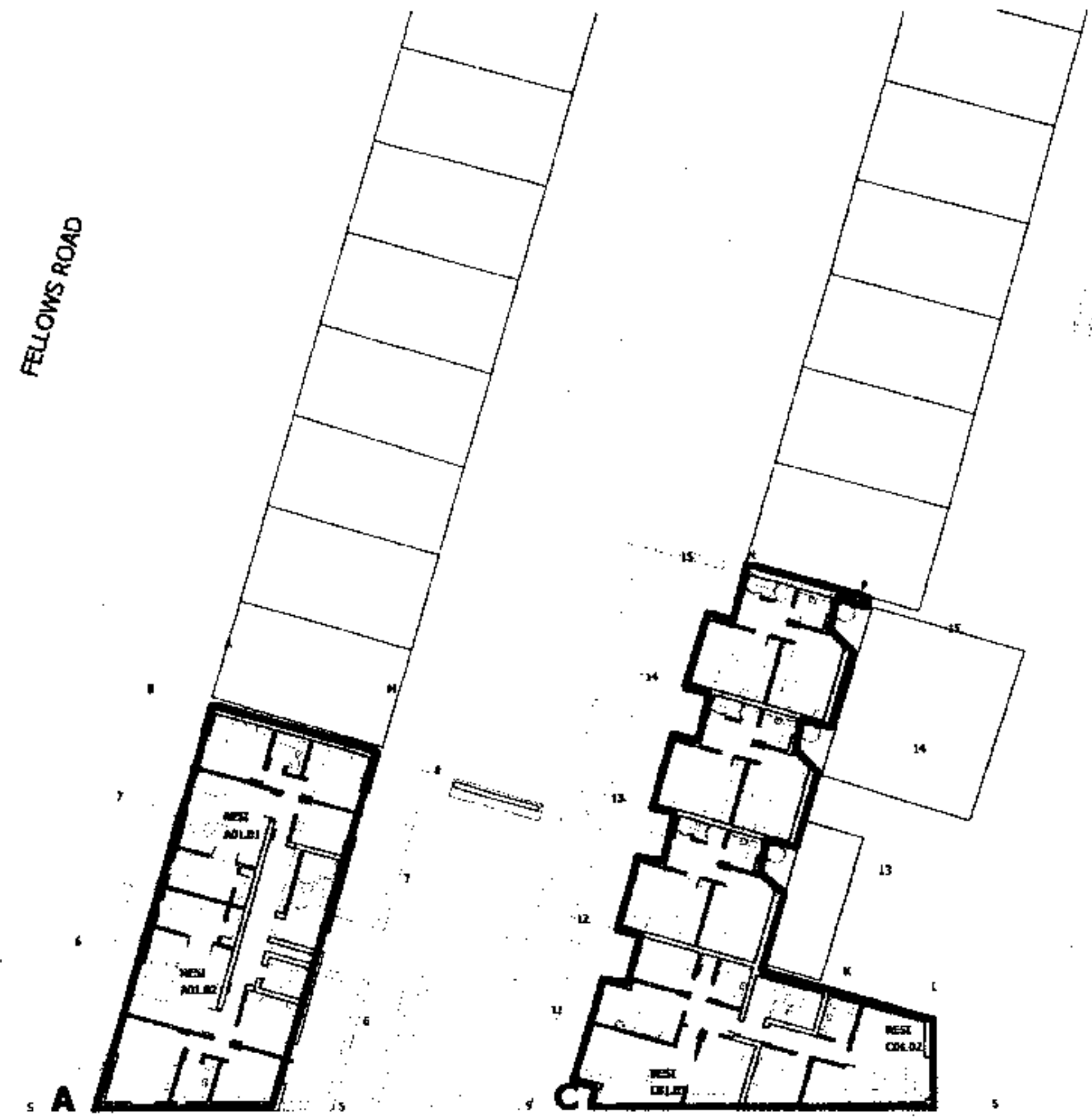
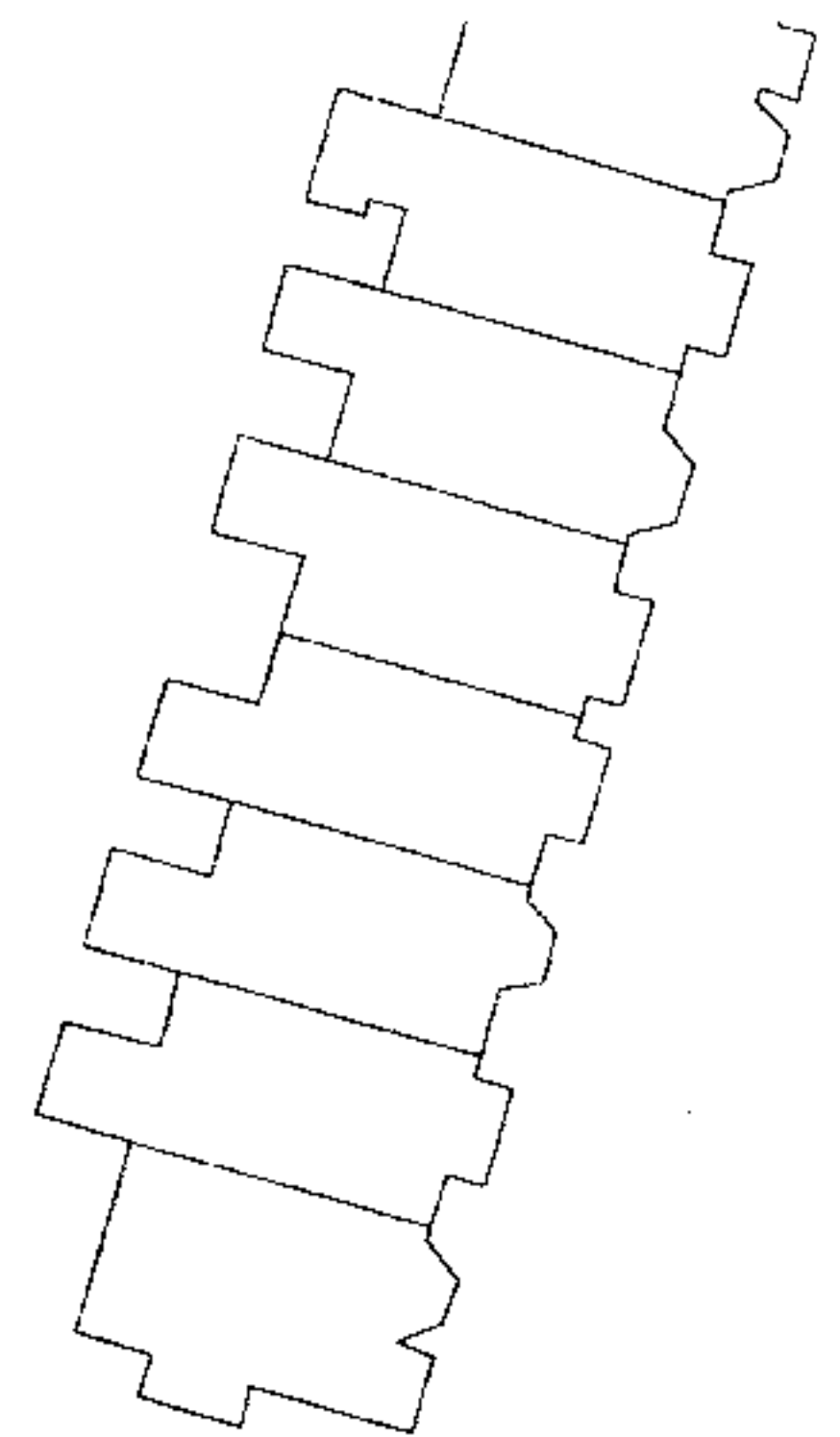
[Handwritten signature]



N

DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE
 REPORTED TO THE ARCHITECT IMMEDIATELY.

Key
 Location of Affordable Units



PLAN 2

Date: _____ Check: _____ Rev: _____
P L A N N I N G

SQUIRE AND PARTNERS

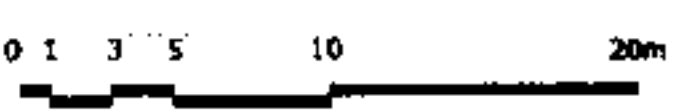
77 Wicklow Street, London WC1X 8JY
 Tel 020 7278 5555 Fax 020 7239 6195
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 NW3

Drawing
 Plan 2 - First Floor Level
 Location of Affordable Housing Unit

Drawn	Date	Scale
CM	June 2006	1:2500(A1) 1:5000(A2)
Job number	Drawing number	Revision
04041	[15-01]_P21	A

Original Drawing Size A1



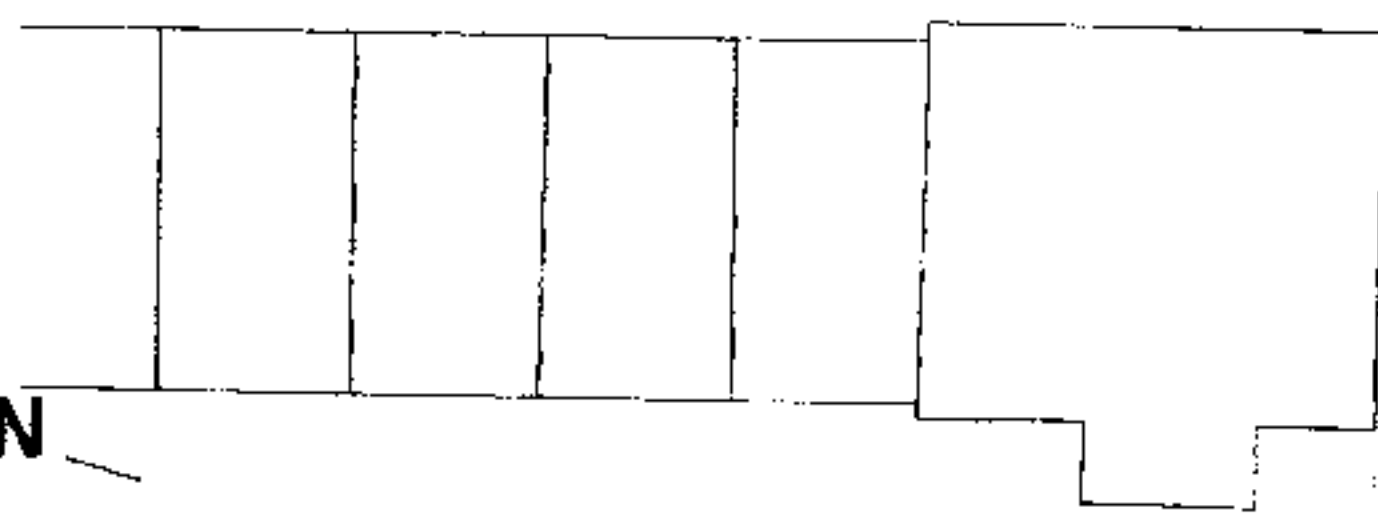
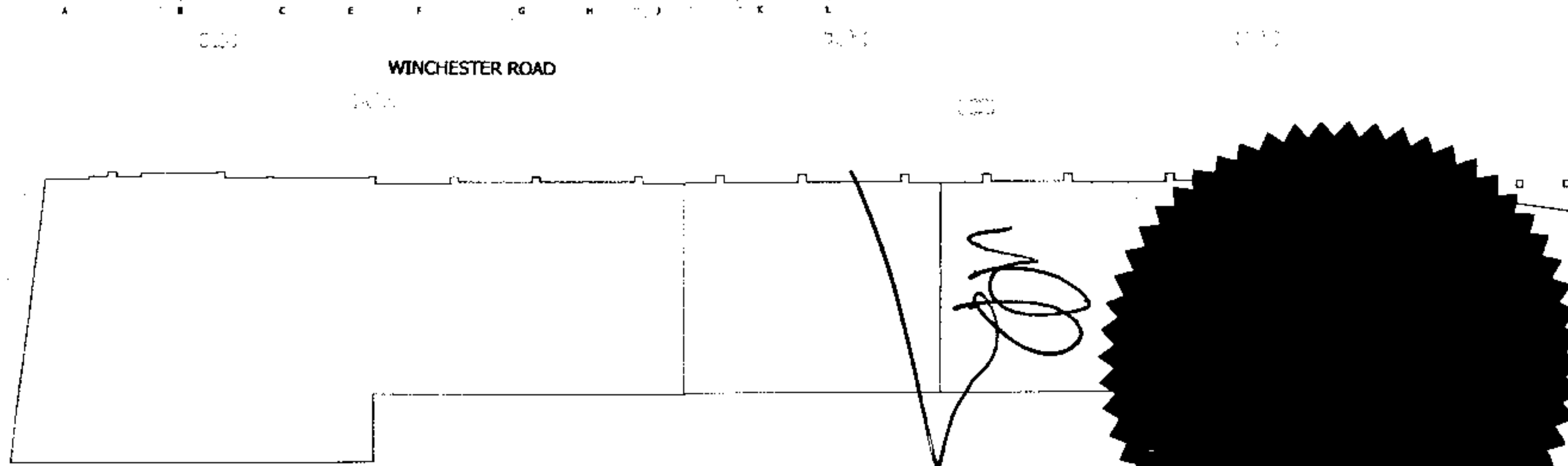
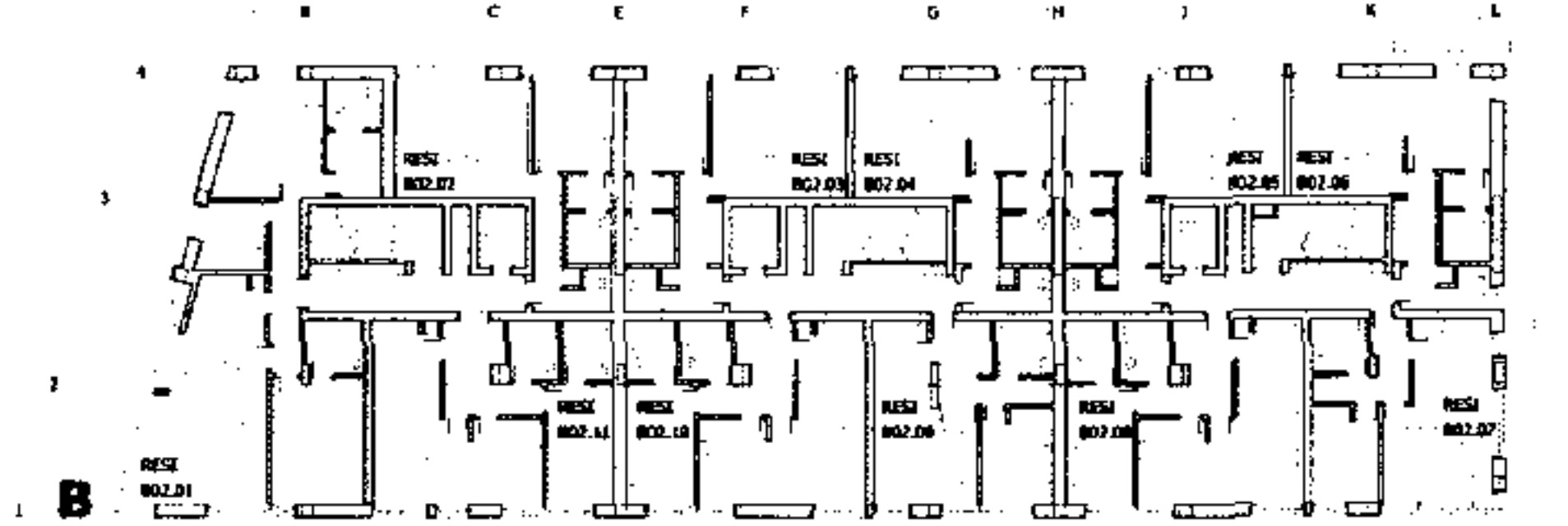
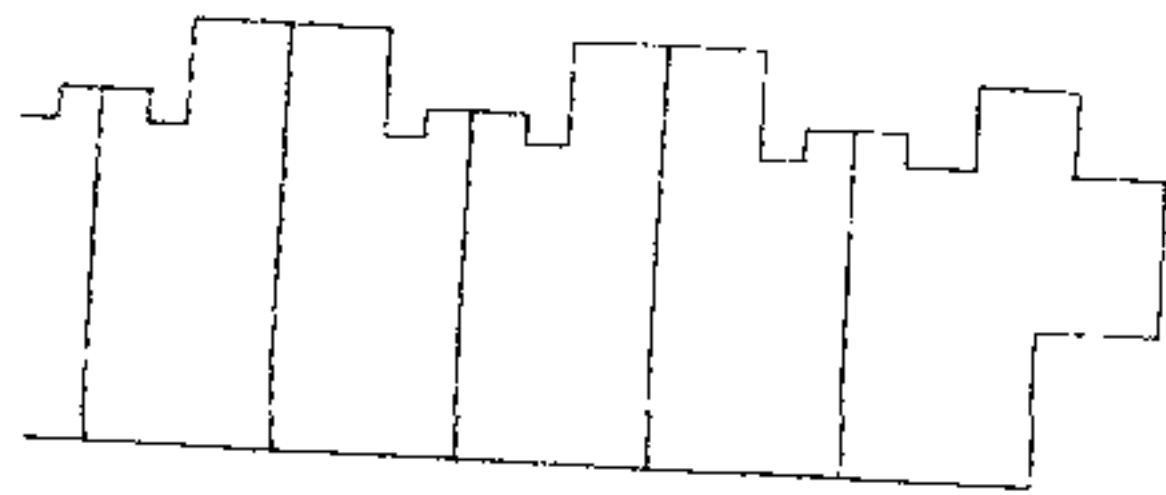
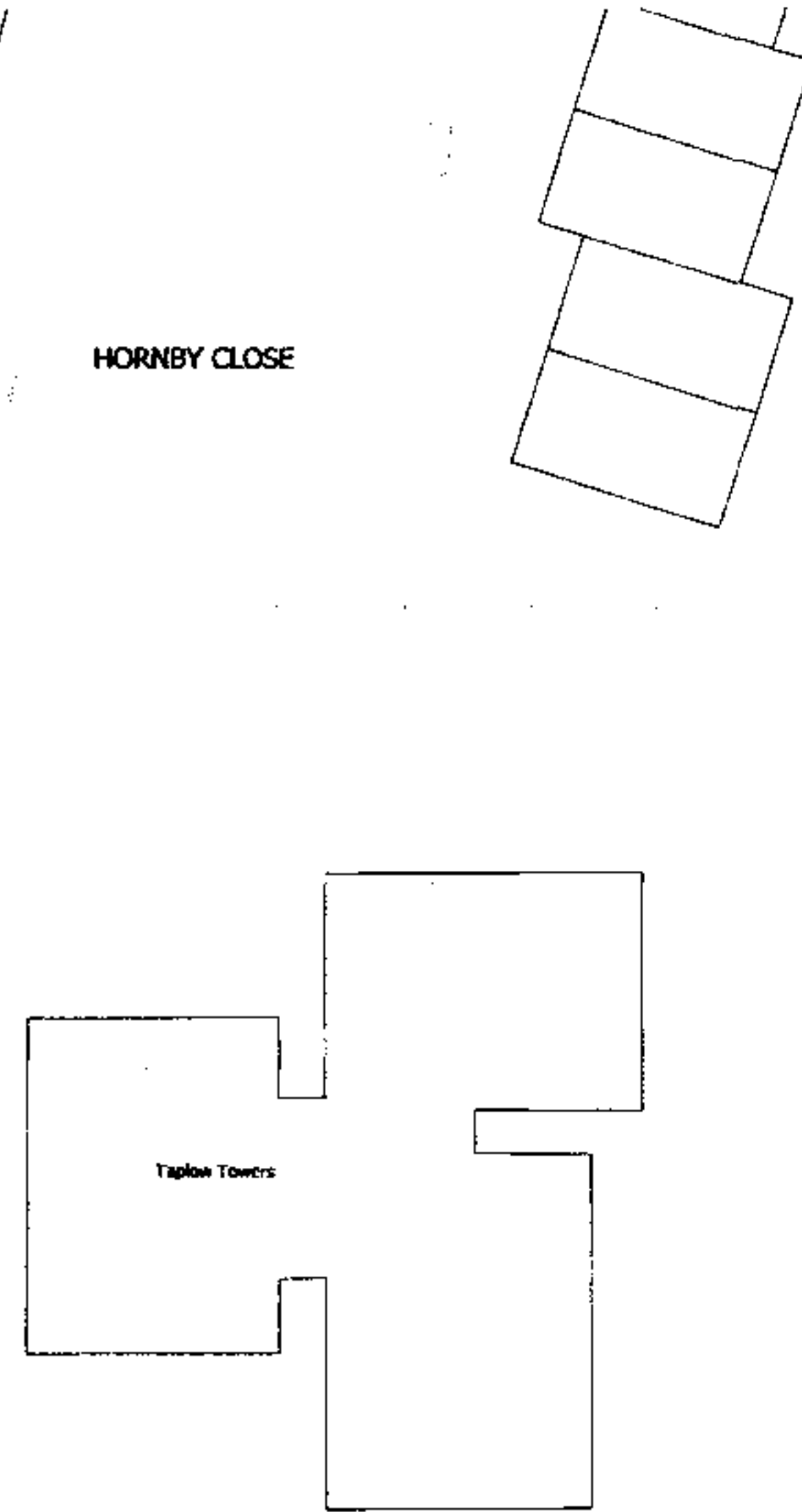
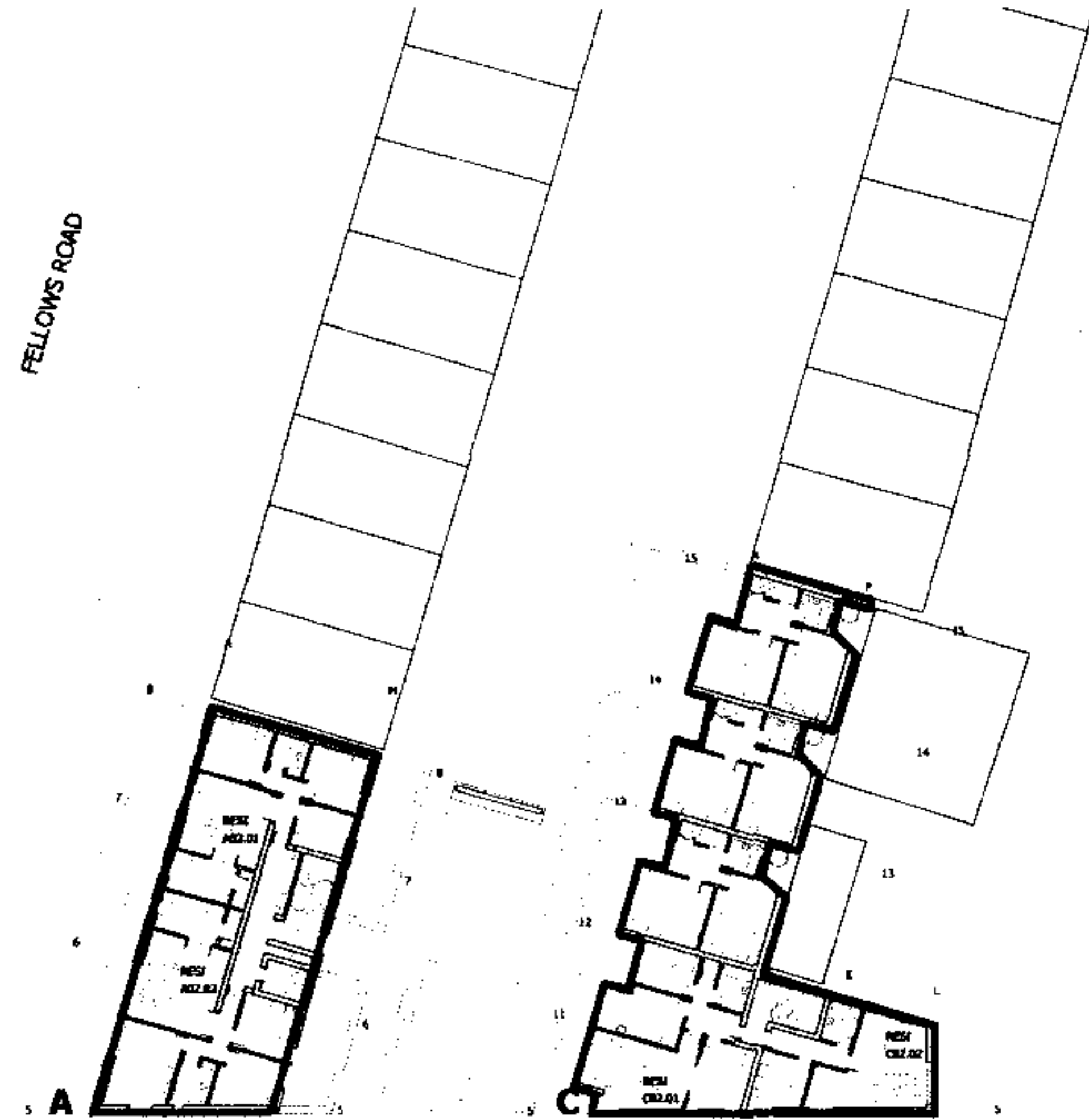
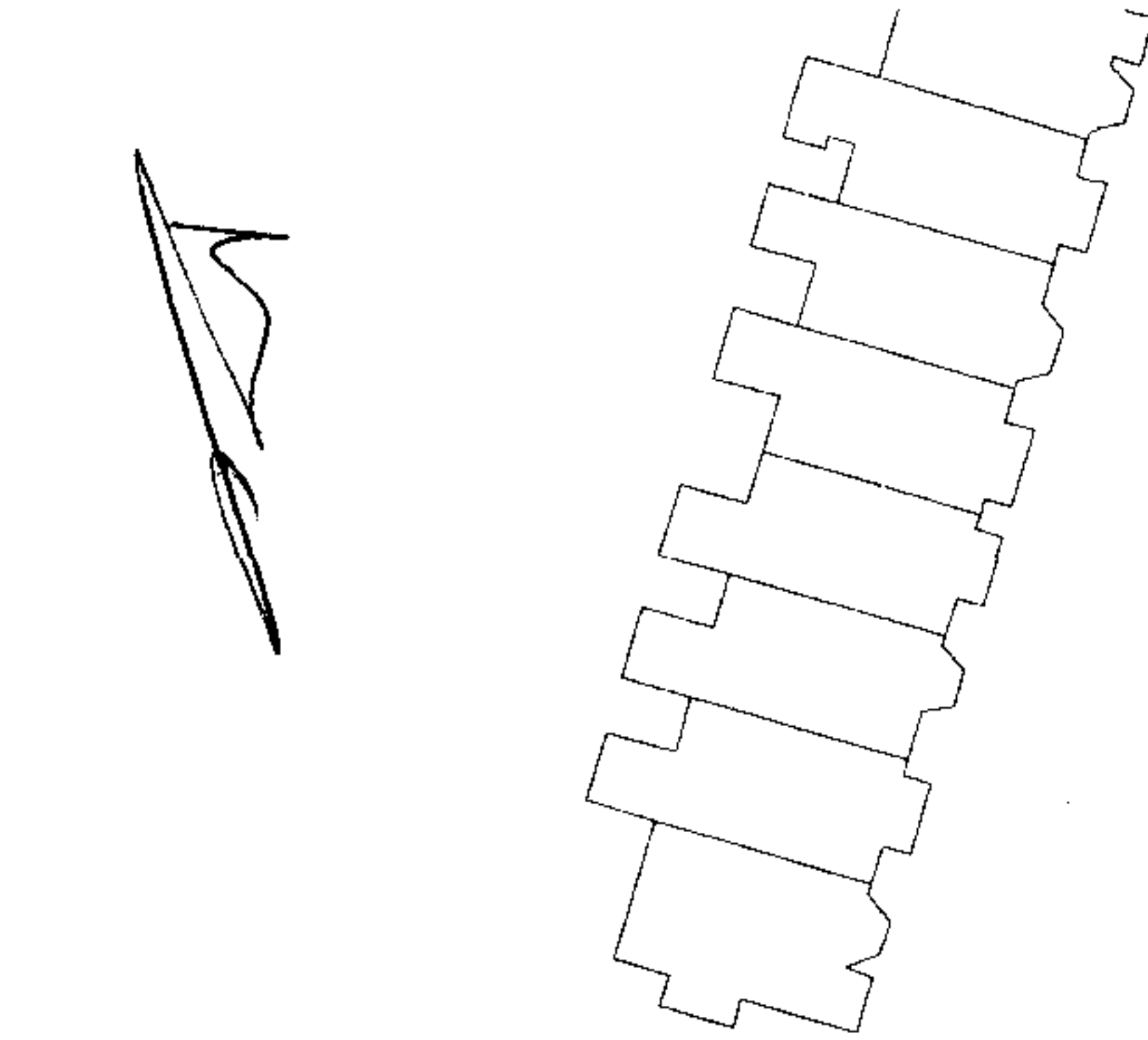
Adventure Playground

DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.

Key

 Location of Affordable Units

PLAN 2



Adventure Playground

0 1 3 5 10 20m

Date Check Rev
 P L A N N I N G

SQUIRE AND PARTNERS

77 Wicklow Street, London WC1X 9XJ
 Tel: 020 7278 5555 Fax: 020 7235 8495
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 NW3

Drawing
 Plan 2 - Second Floor Level
 Location of Affordable Housing Unit

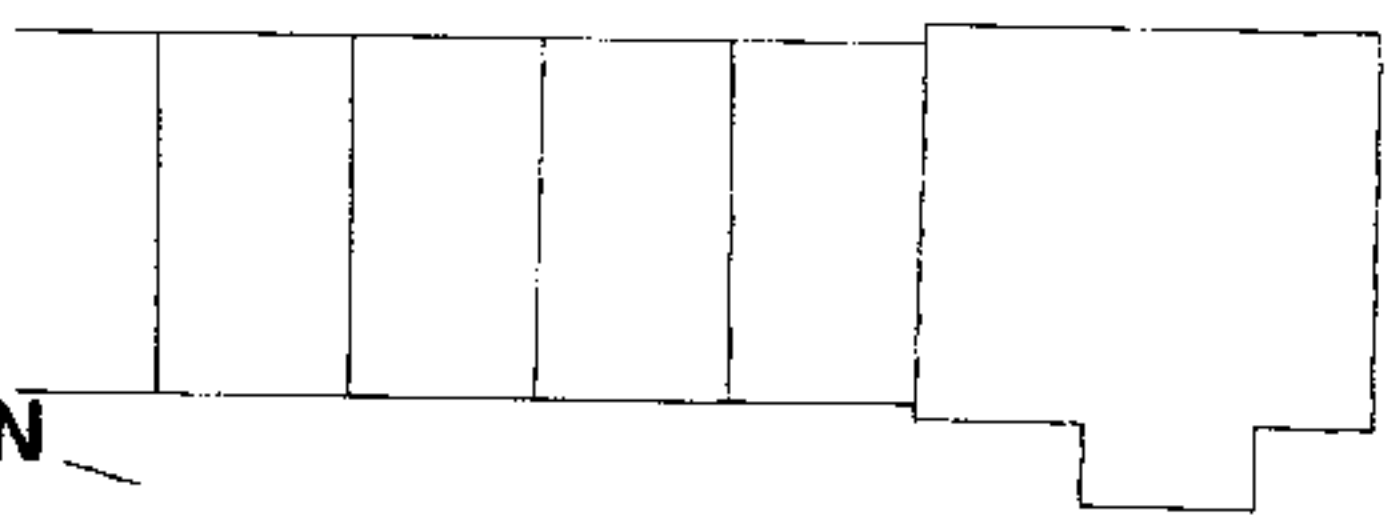
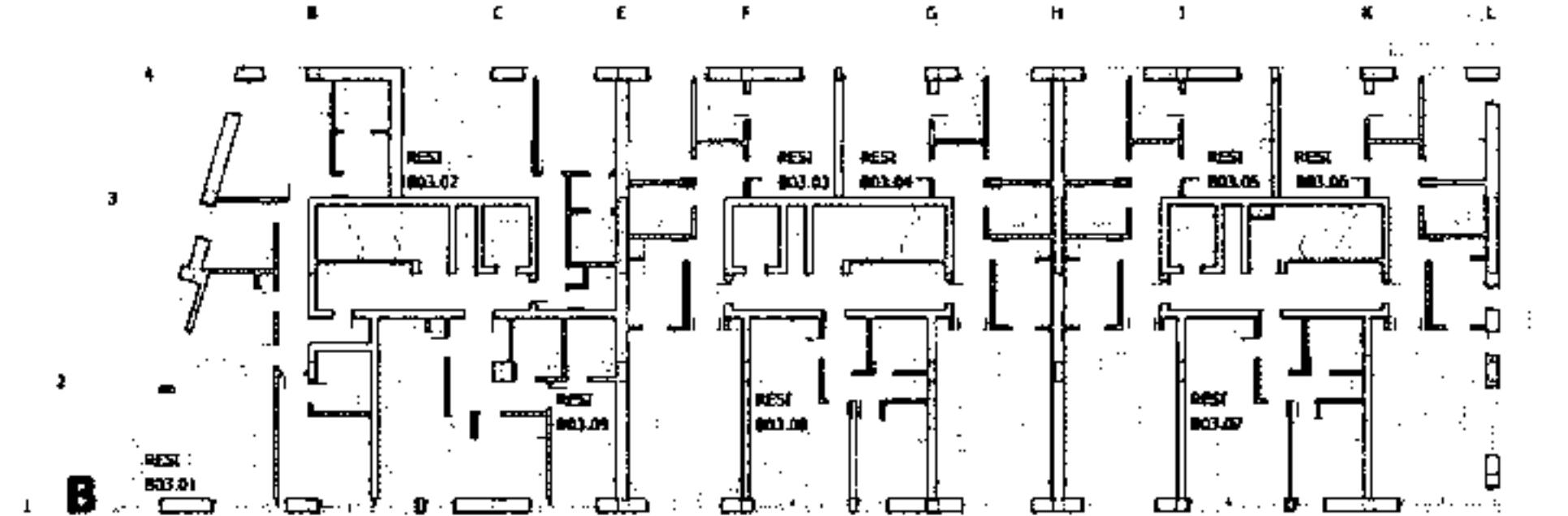
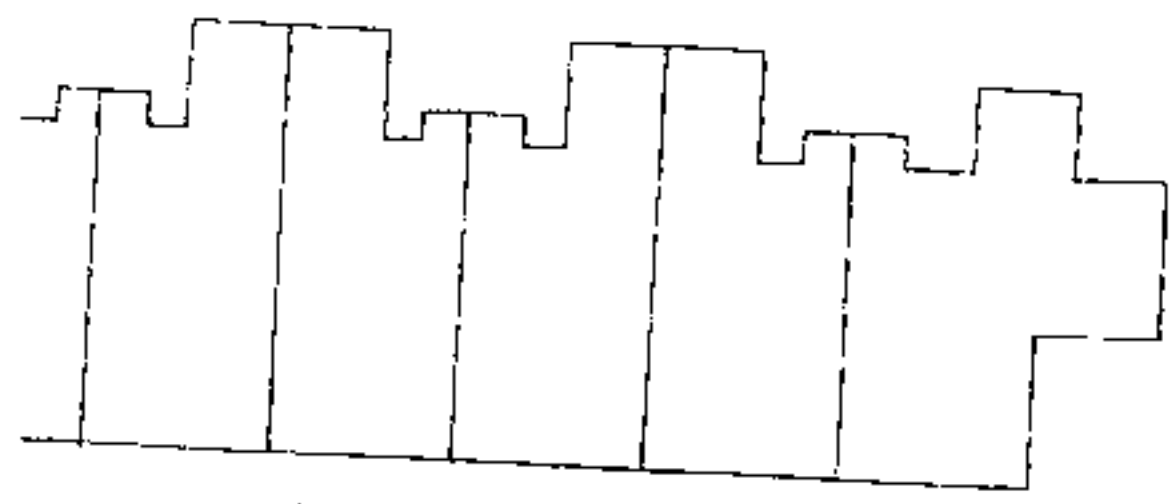
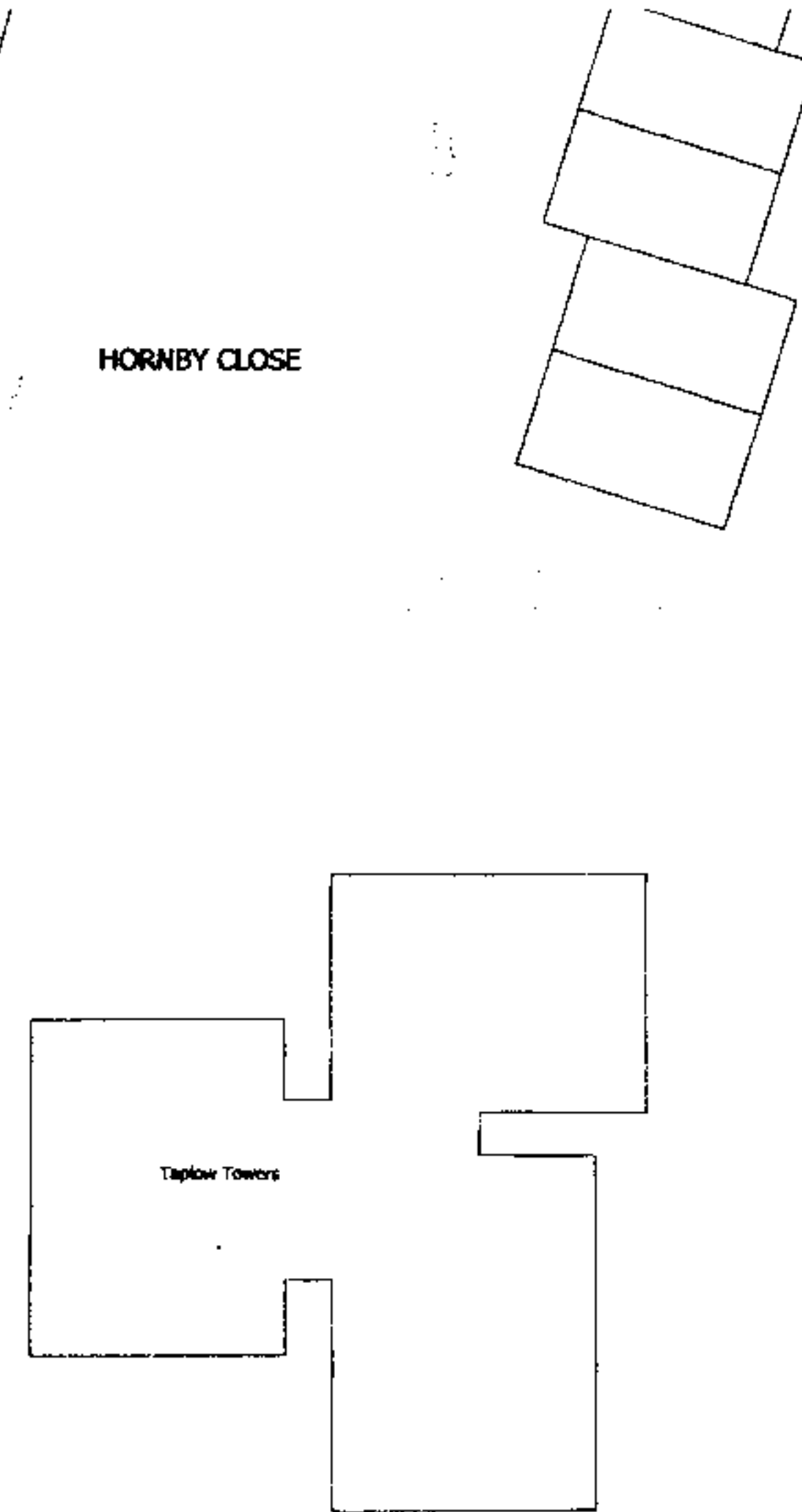
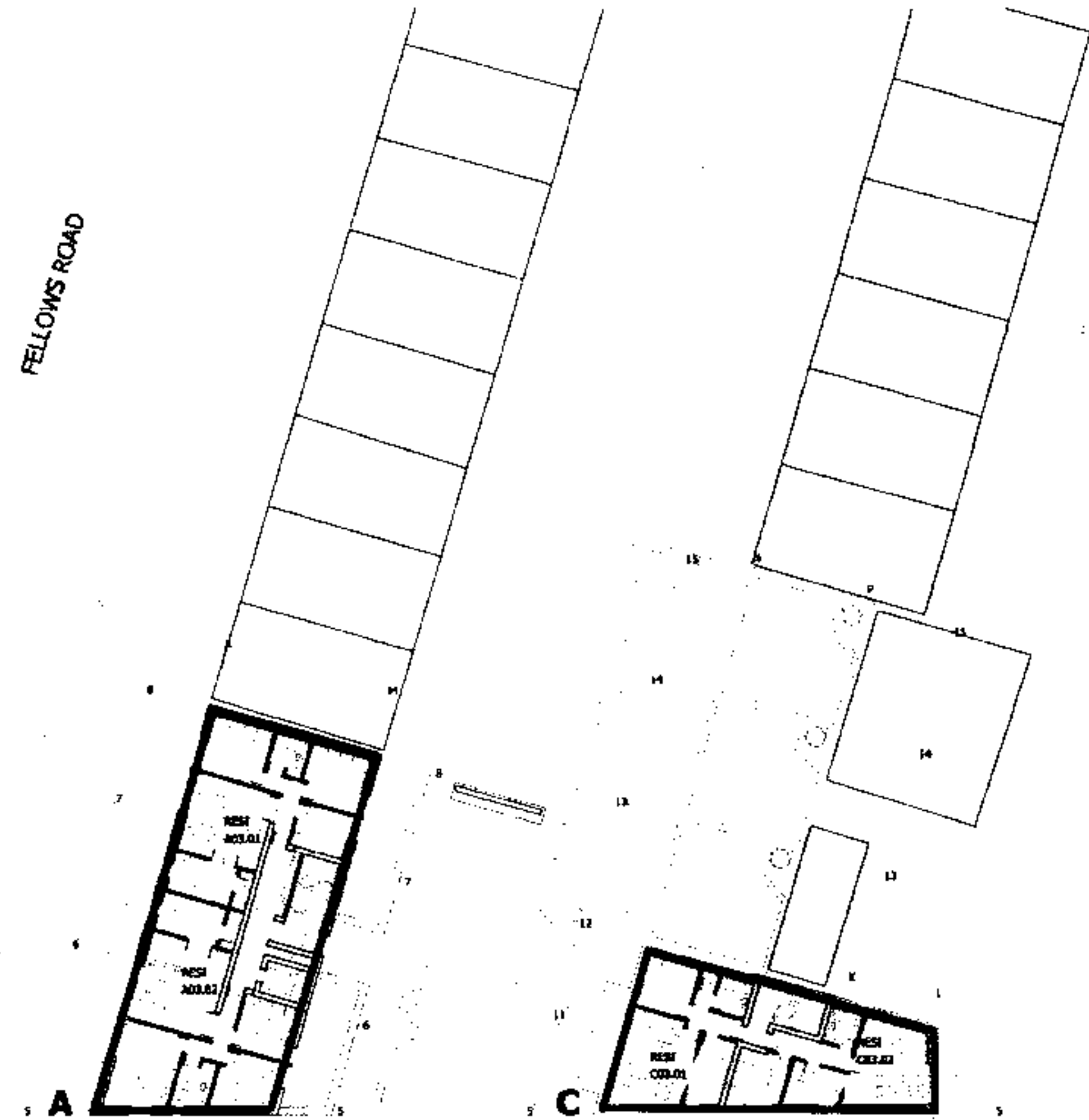
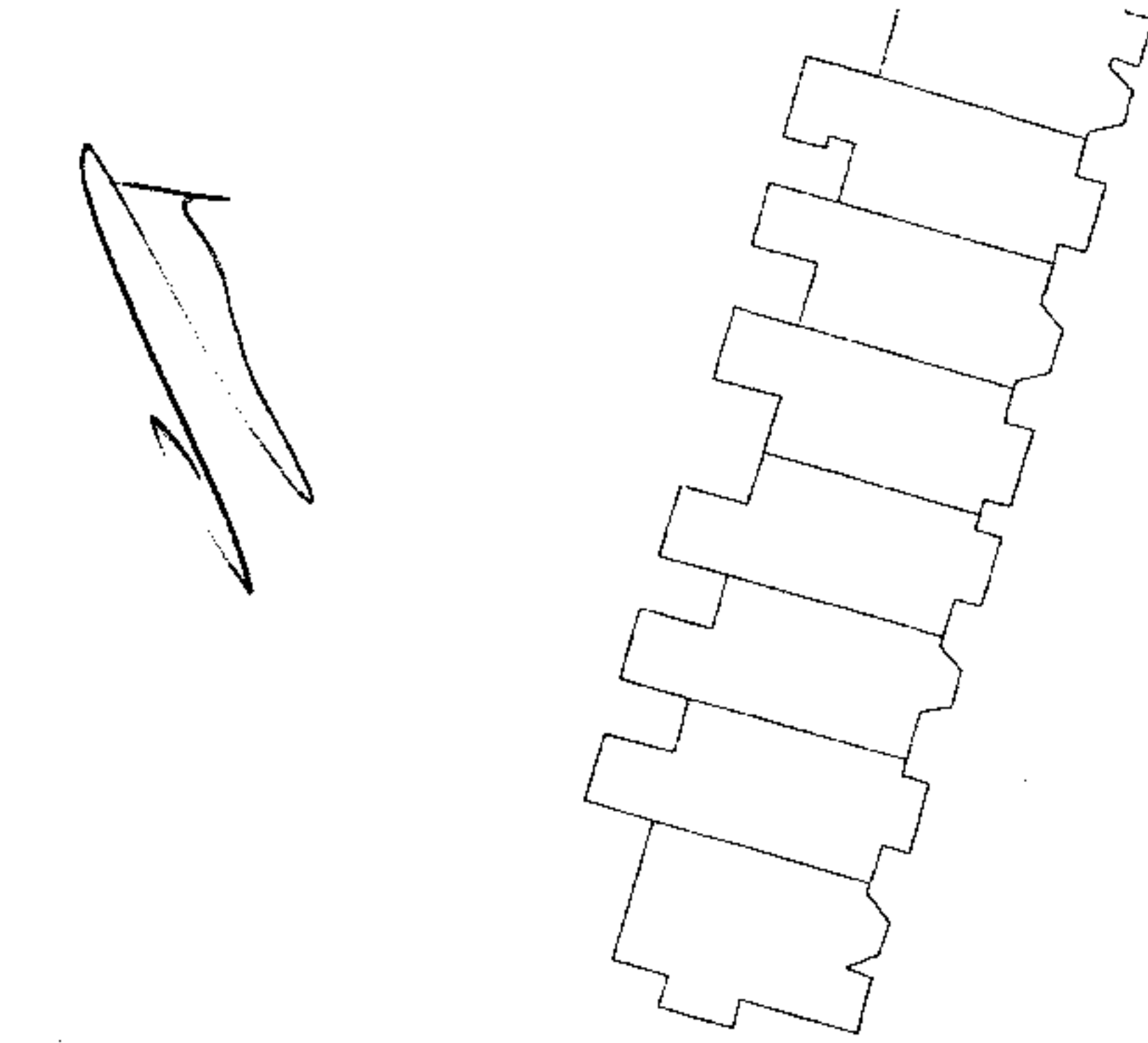
Drawn	Date	Scale
CM	June 2006	1:500(A1)
Job number	Drawing number	Revision
04041	[15-01]_P22	A
Original Drawing Size A1		

DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.

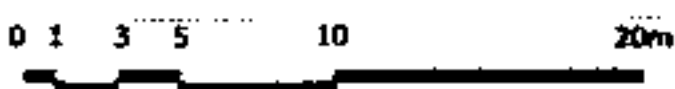
Key

 Location of Affordable Units

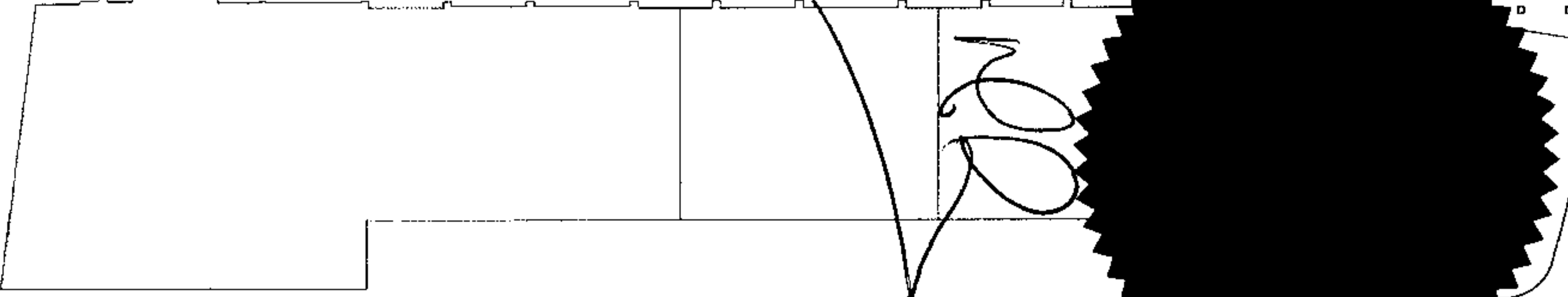
PLAN 2



Adventure Playground



N



PLANNING

SQUIRE AND PARTNERS

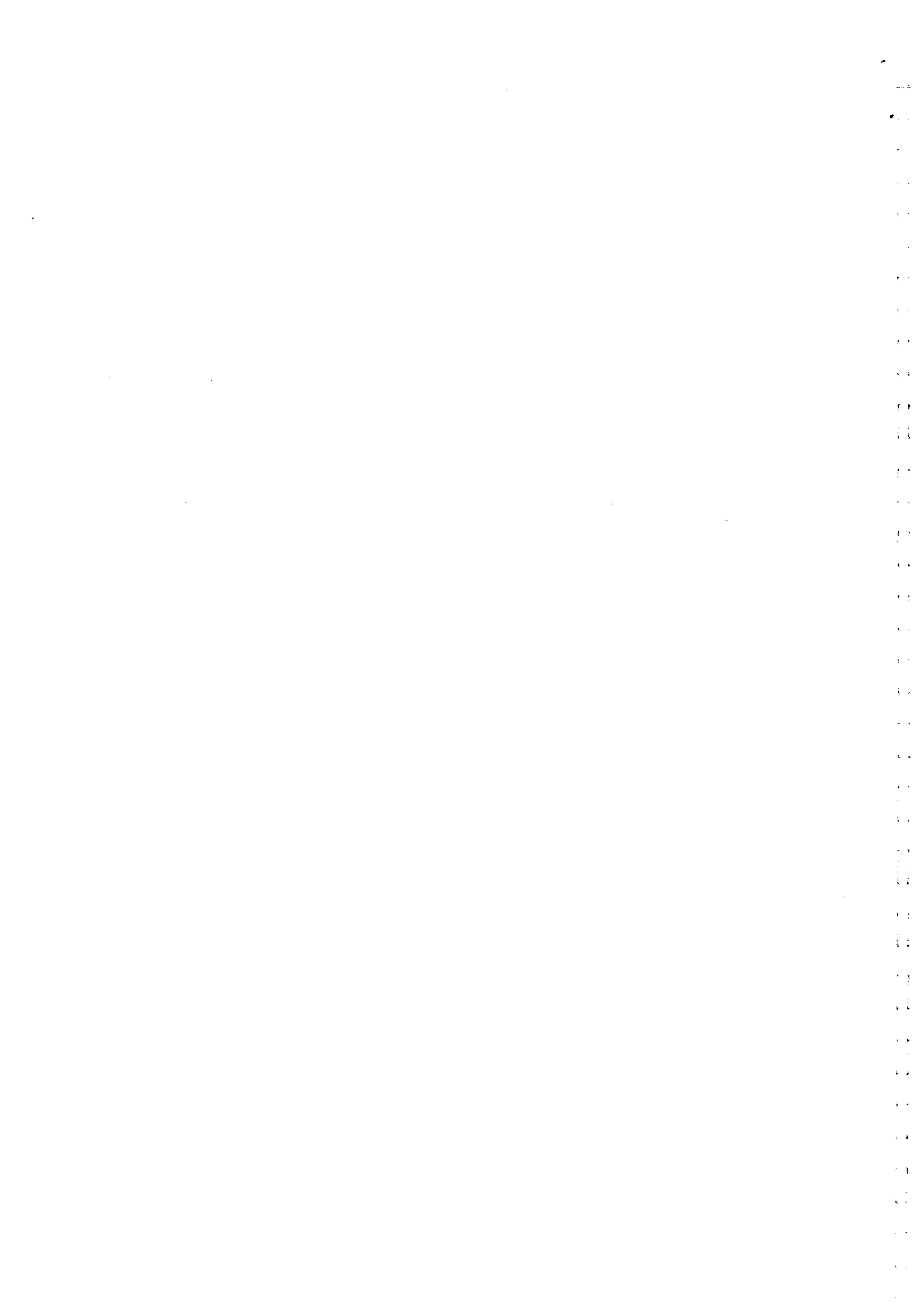
77 Wicklow Street London WC1E 8JF
 Tel: 020 7278 5525 Fax: 020 7275 8495
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 MW3

Drawing
 Plan 2 - Third Floor Level
 Location of Affordable Housing Unit

Drawn	Date	Scale
CM	June 2006	1:25000 1:25000
Job number	Drawing number	Revision
04041	[15-01]_P23	A

Original Drawing Size A1

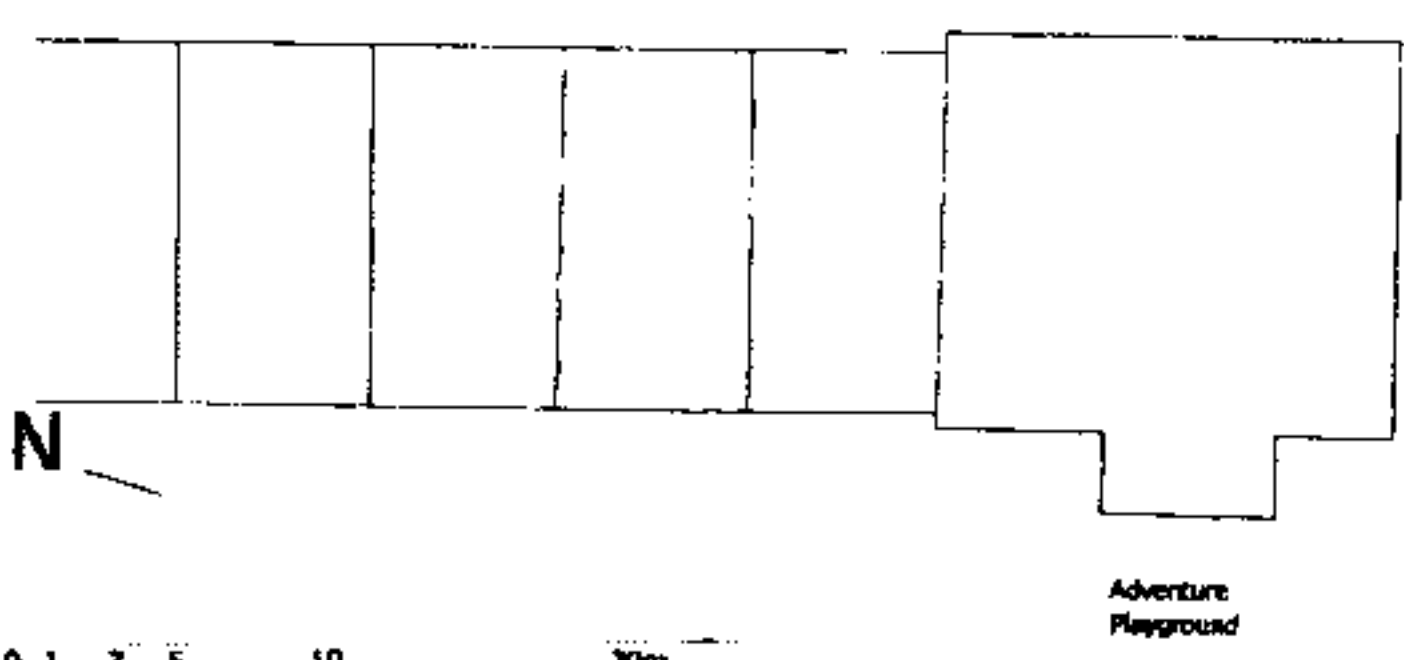
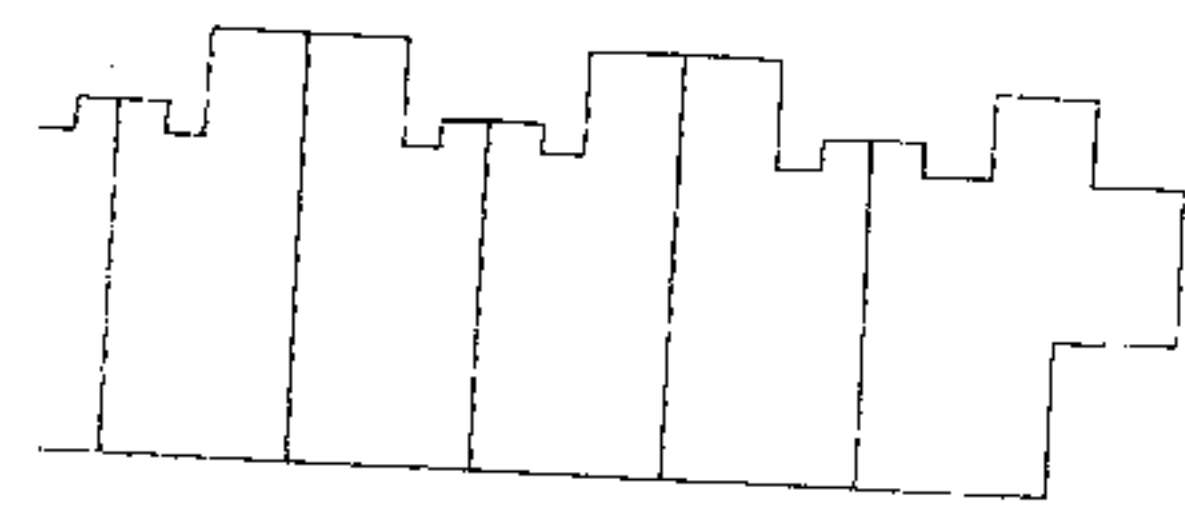


DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.

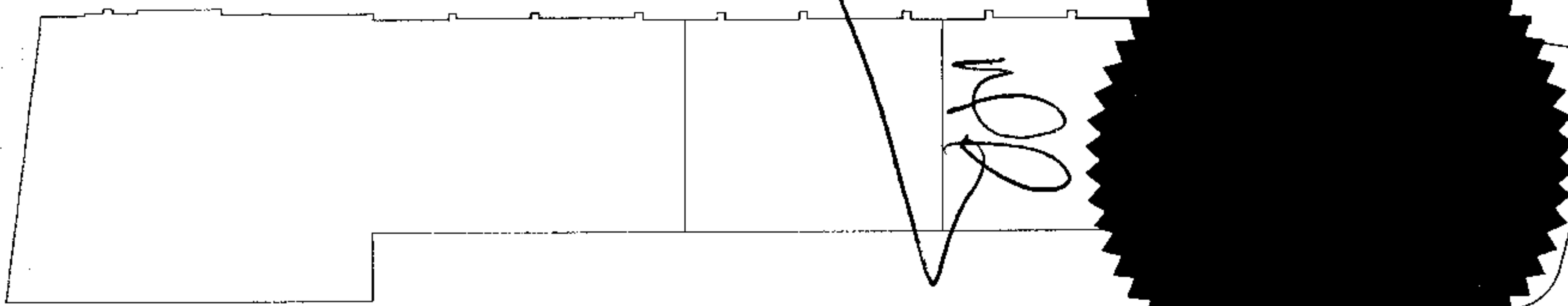
Key
 Location of Affordable Units



PLAN 2



0 1 3 5 10 20m



Date Check Rev
 P L A N N I N G

SQUIRE AND PARTNERS

27 Wicklow Street London WC1X 8YJ
 Tel 020 7278 5555 Fax 020 7239 8495
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 NW3

Drawing
 Plan 2 - Fourth Floor Level
 Location of Affordable Housing Unit

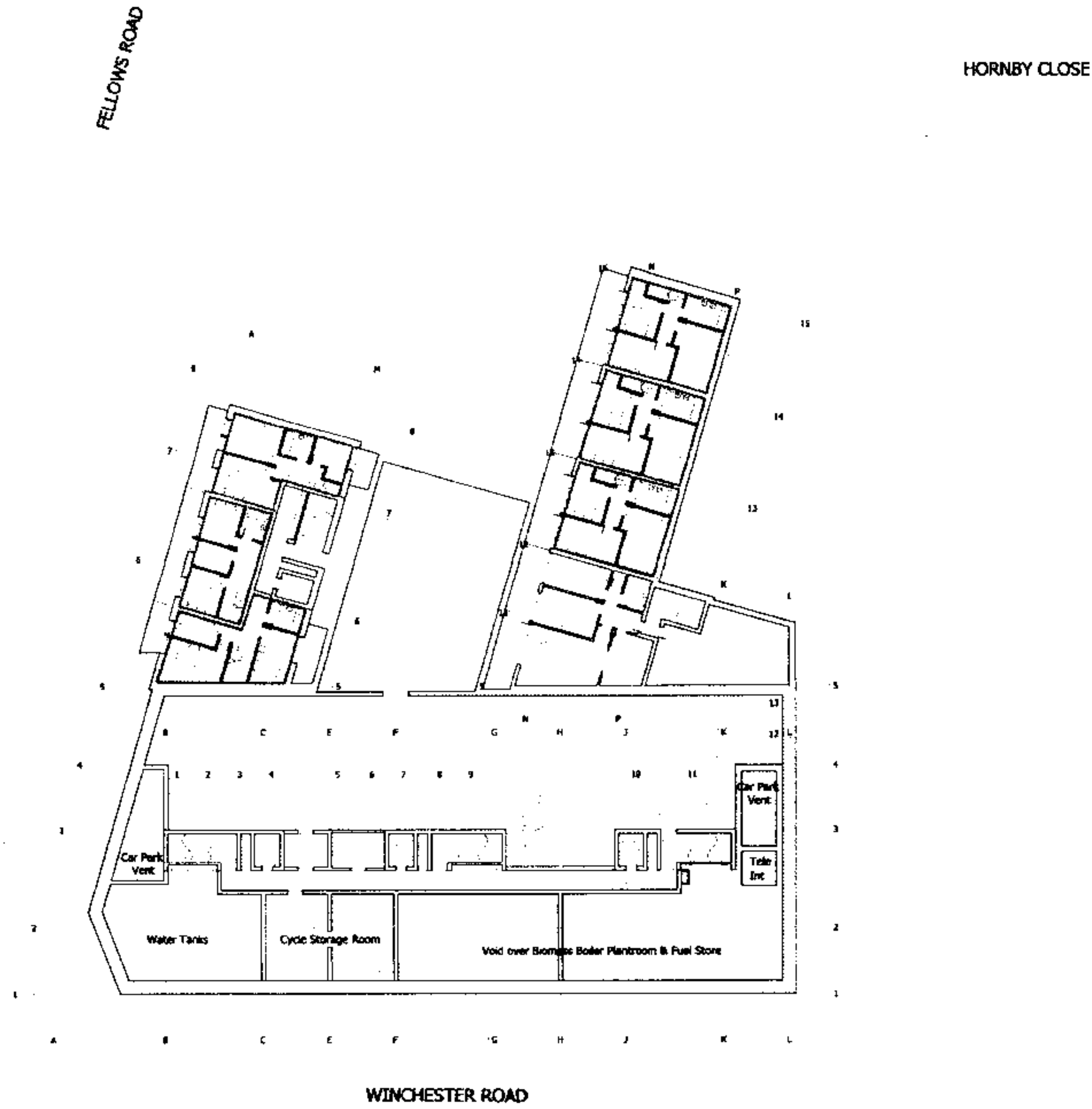
Drawn	Date	Scale
CM	June 2006	1:2500(A1) 1:3000(A3)
Job number	Drawing number	Revision
04041	[15-01]_P24	A

Original Drawing Size A1

DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.

Key

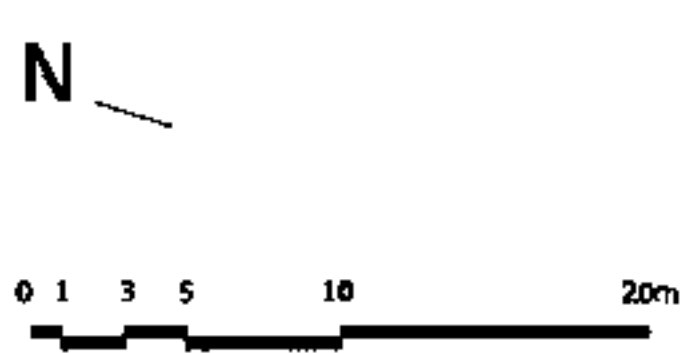
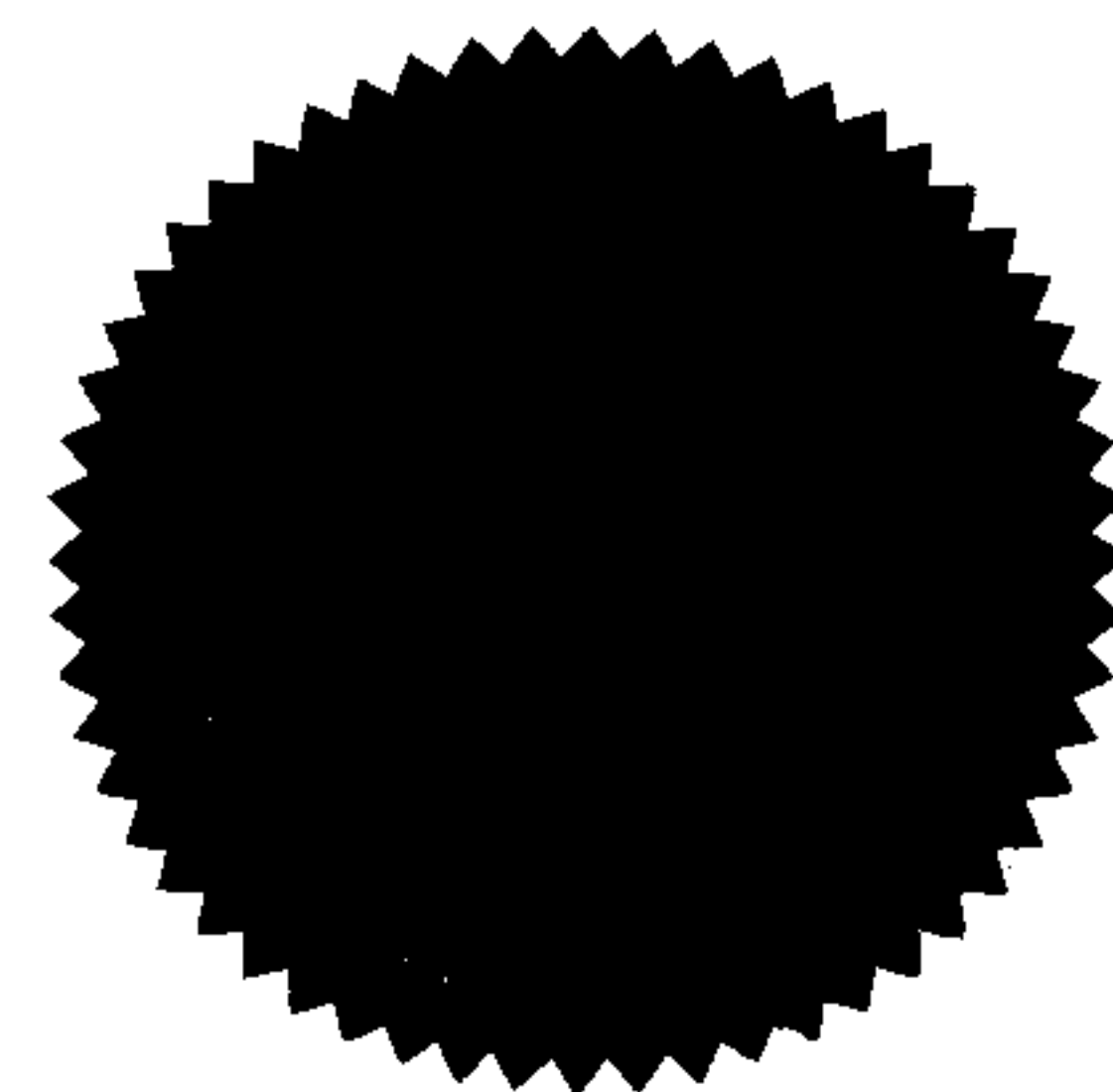
 Location of Nominated Units



PLAN 3



Handwritten signature



Date Check Rev
 P L A N N I N G

SQUIRE AND PARTNERS

77 Wickham Street London W1K 9JY
 Tel 020 7278 5555 Fax 020 7239 8455
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 NW3

Drawing
 Plan 3-01 - Basement Floor
 Location of Nominated Units

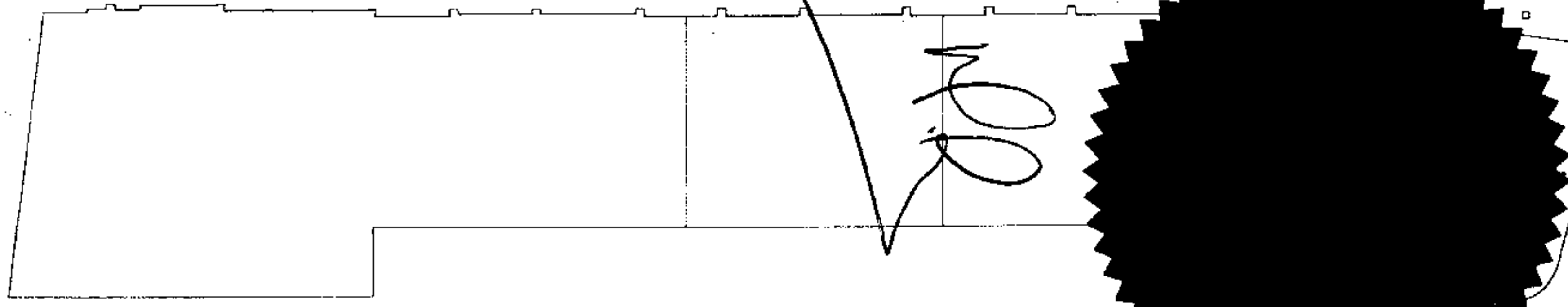
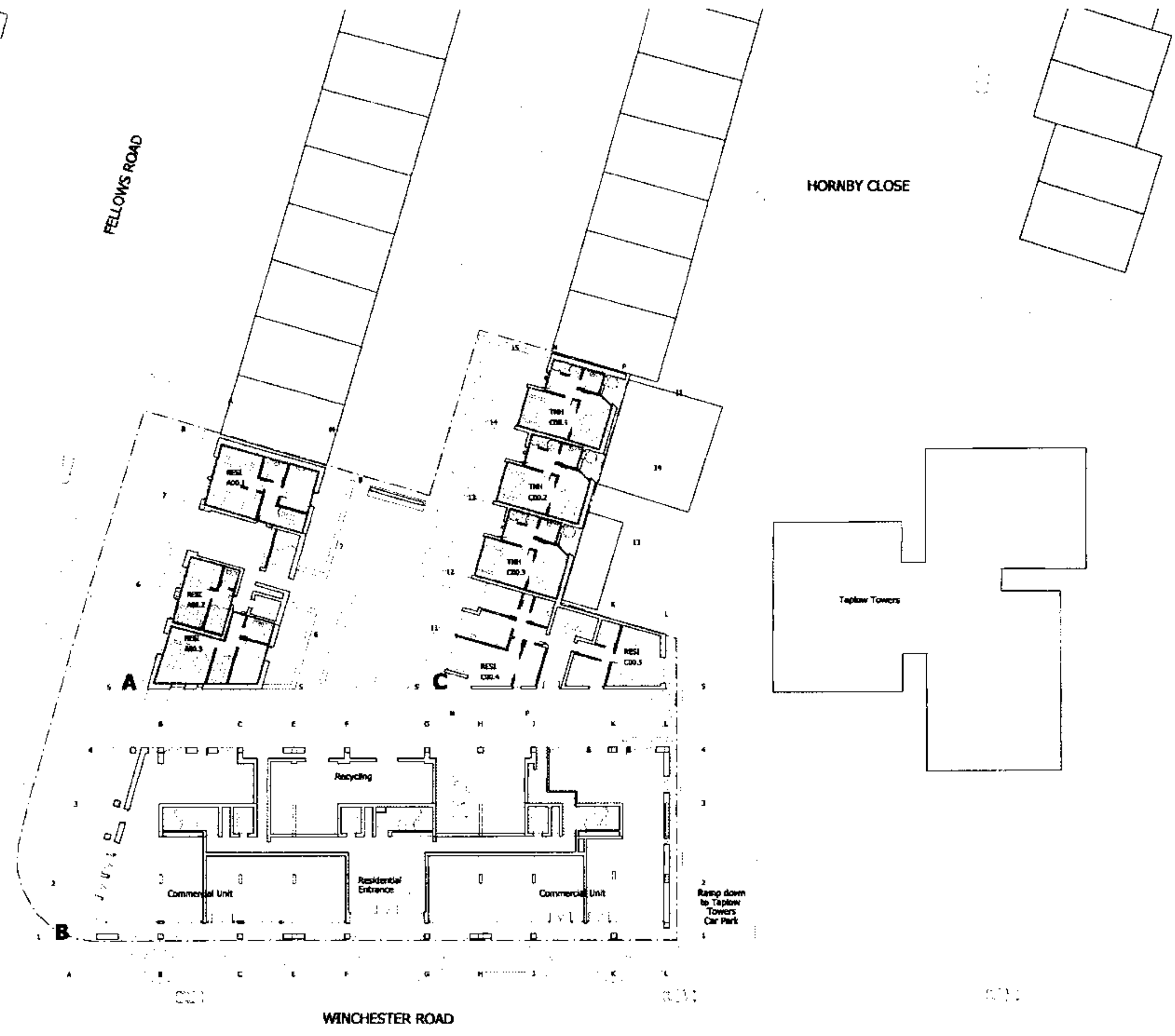
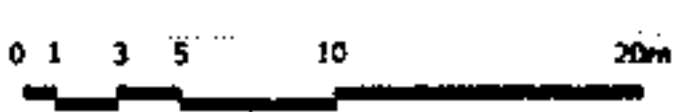
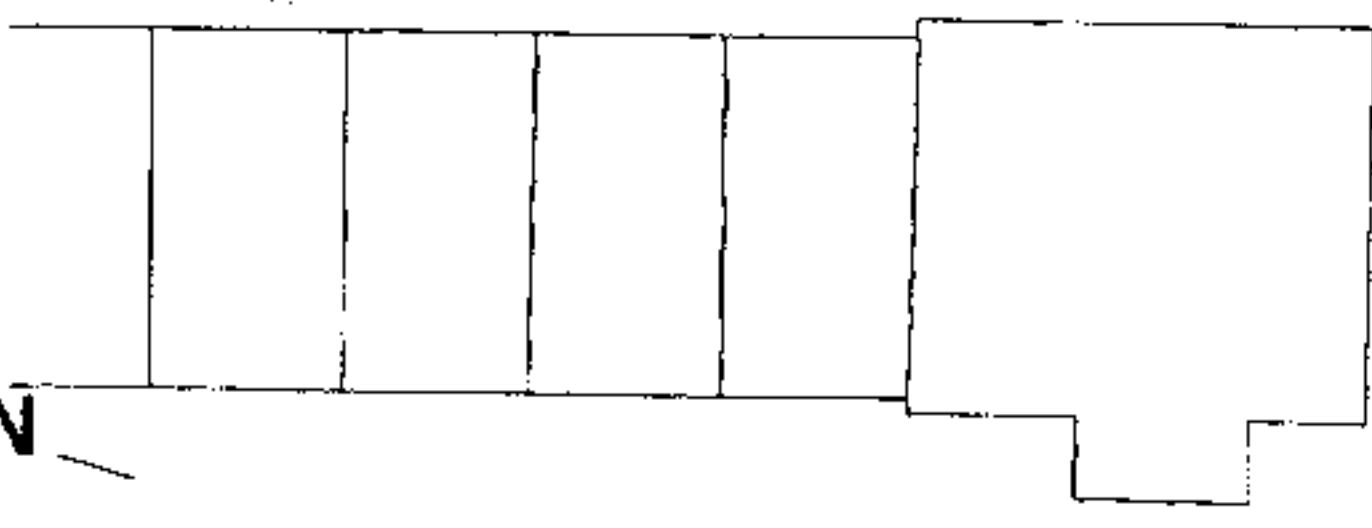
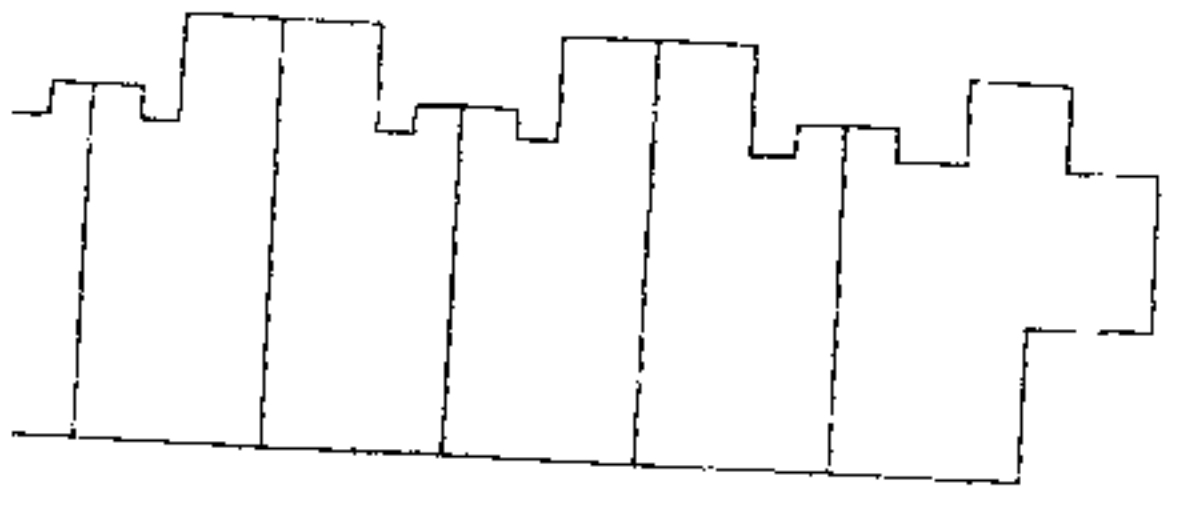
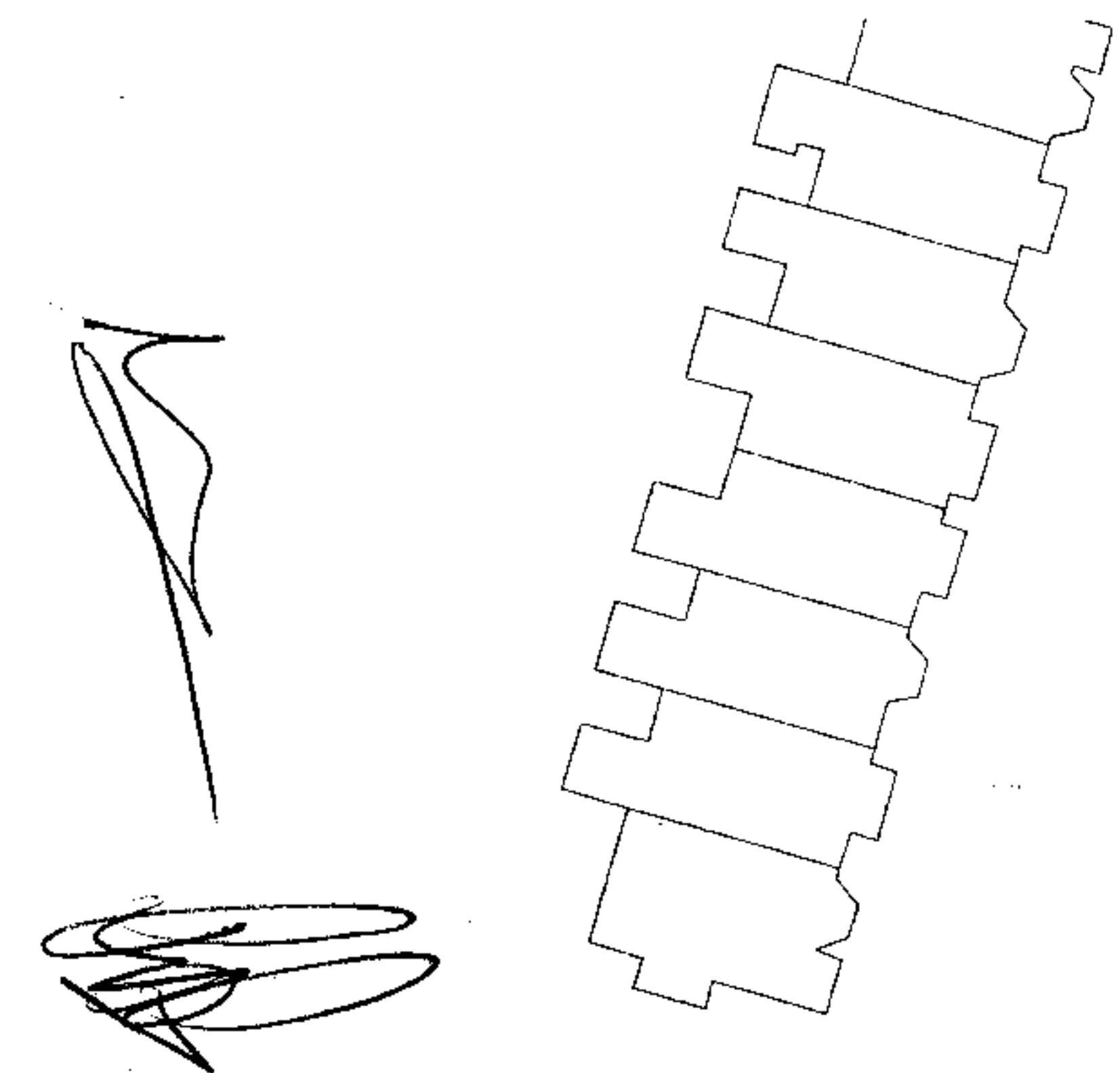
Drawn	Date	Scale
CM	June 2006	1:500(41) 1:500(43)
Job number	Drawing number	Revision
04041	[15-01]_P19	A

Original Drawing Size: A1

DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.

Key
 □ Location of Nominated Units

PLAN 3



Date Check Rev
 P L A N N I N G

SQUIRE AND PARTNERS

77 Wickham Street London WC1X 9JY
 Tel 020 7278 5558 Fax 020 7278 0495
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 NW3

Drawing
 Plan 03-02 - Ground Floor
 Location of Nominated Units

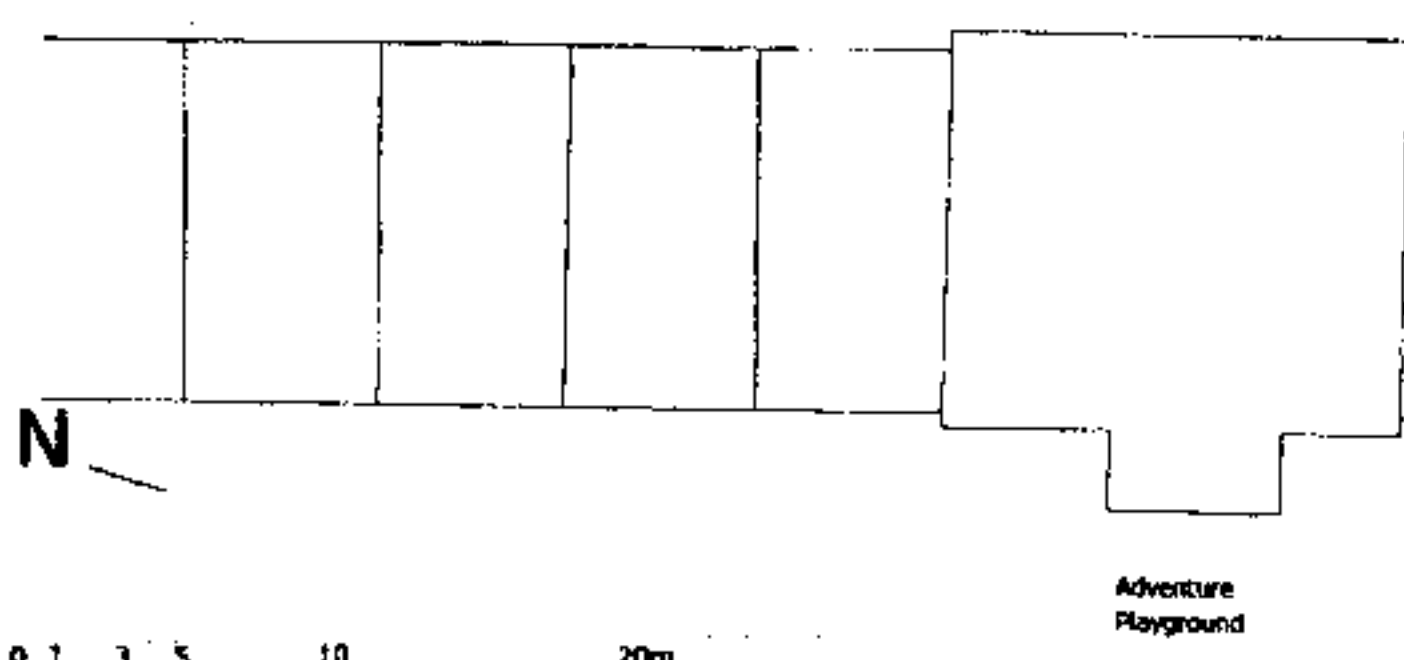
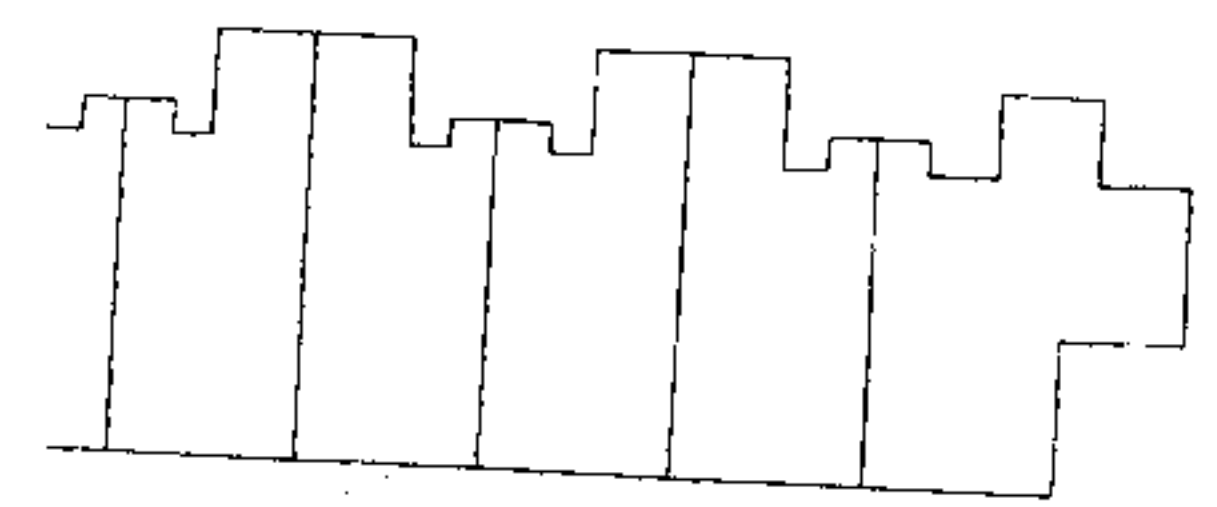
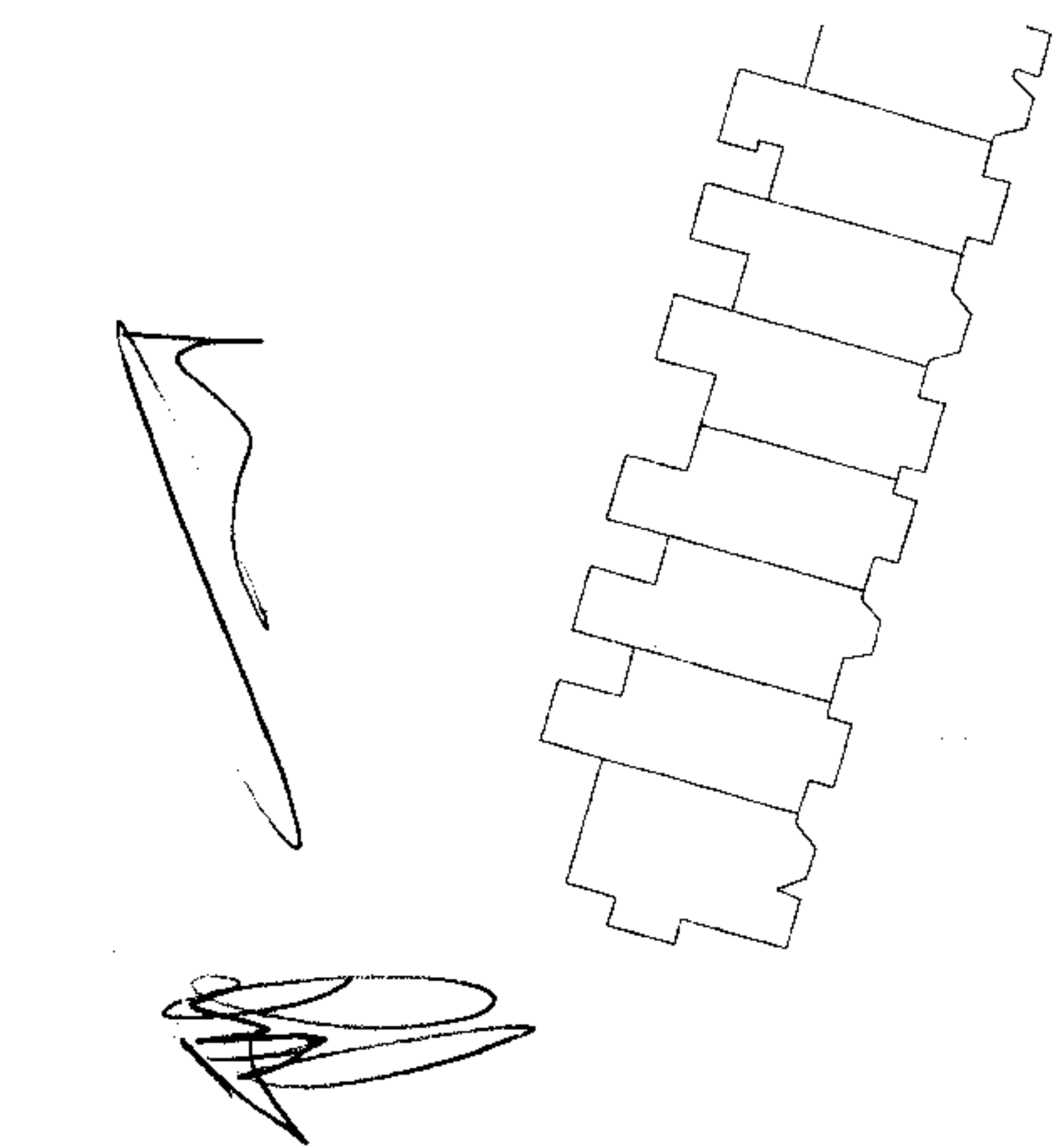
Drawn CM	Date June 2006	Scale 1:250(A1) 1:500(A2)
Job number 04041	Drawing number [15-01]_P20	Revision A

Original Drawing Size A1

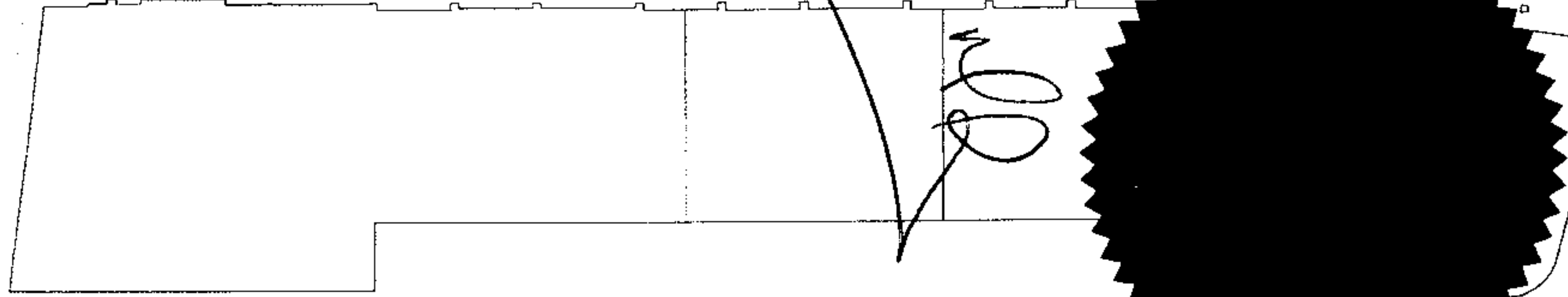
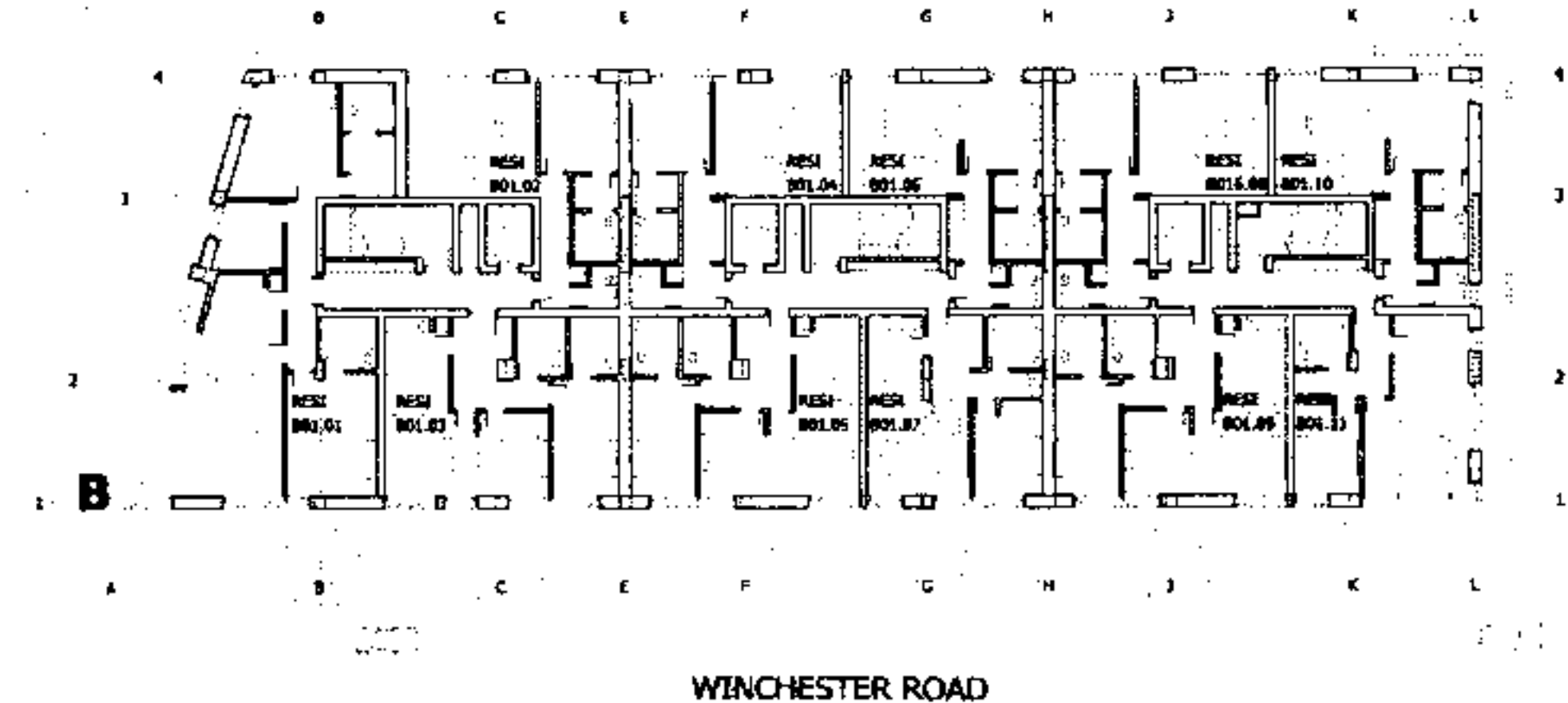
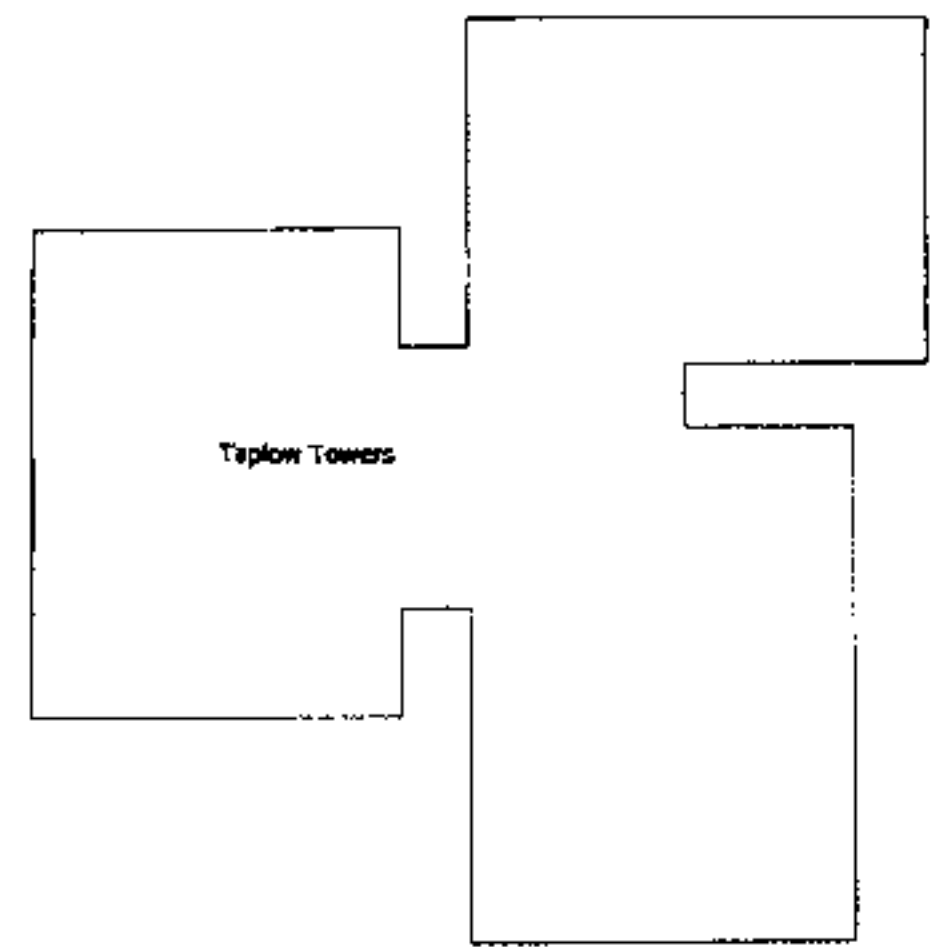
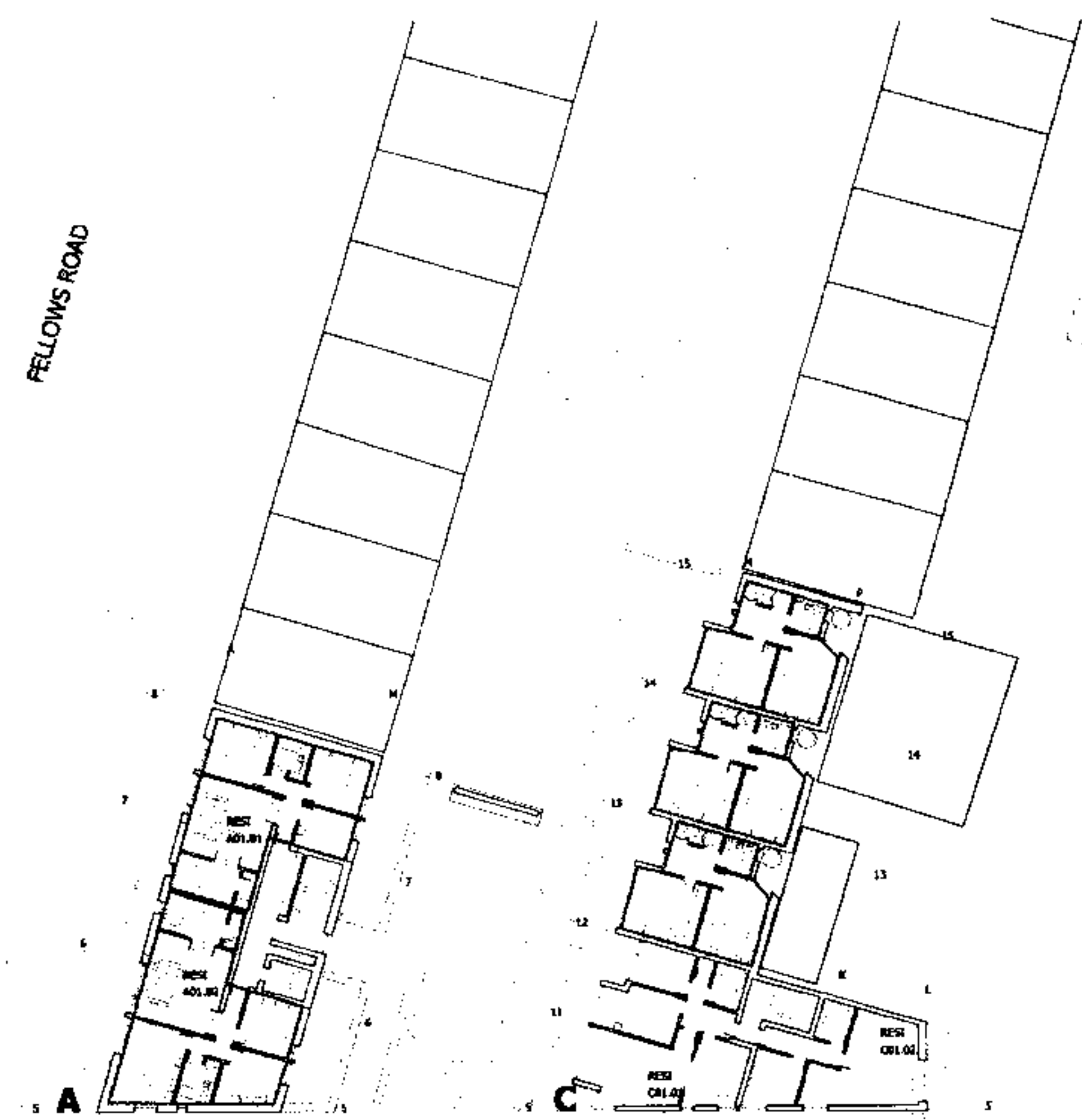
DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE
 REPORTED TO THE ARCHITECT IMMEDIATELY.

Key
 □ Location of Nominated Units

PLAN 3



0 2 3 5 10 20m



Dec Check Rev
 P L A N N I N G

SQUIRE AND PARTNERS

77 Wicklow Street London WC1E 8JY
 Tel 020 7278 5555 Fax 020 7239 0455
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 NW3

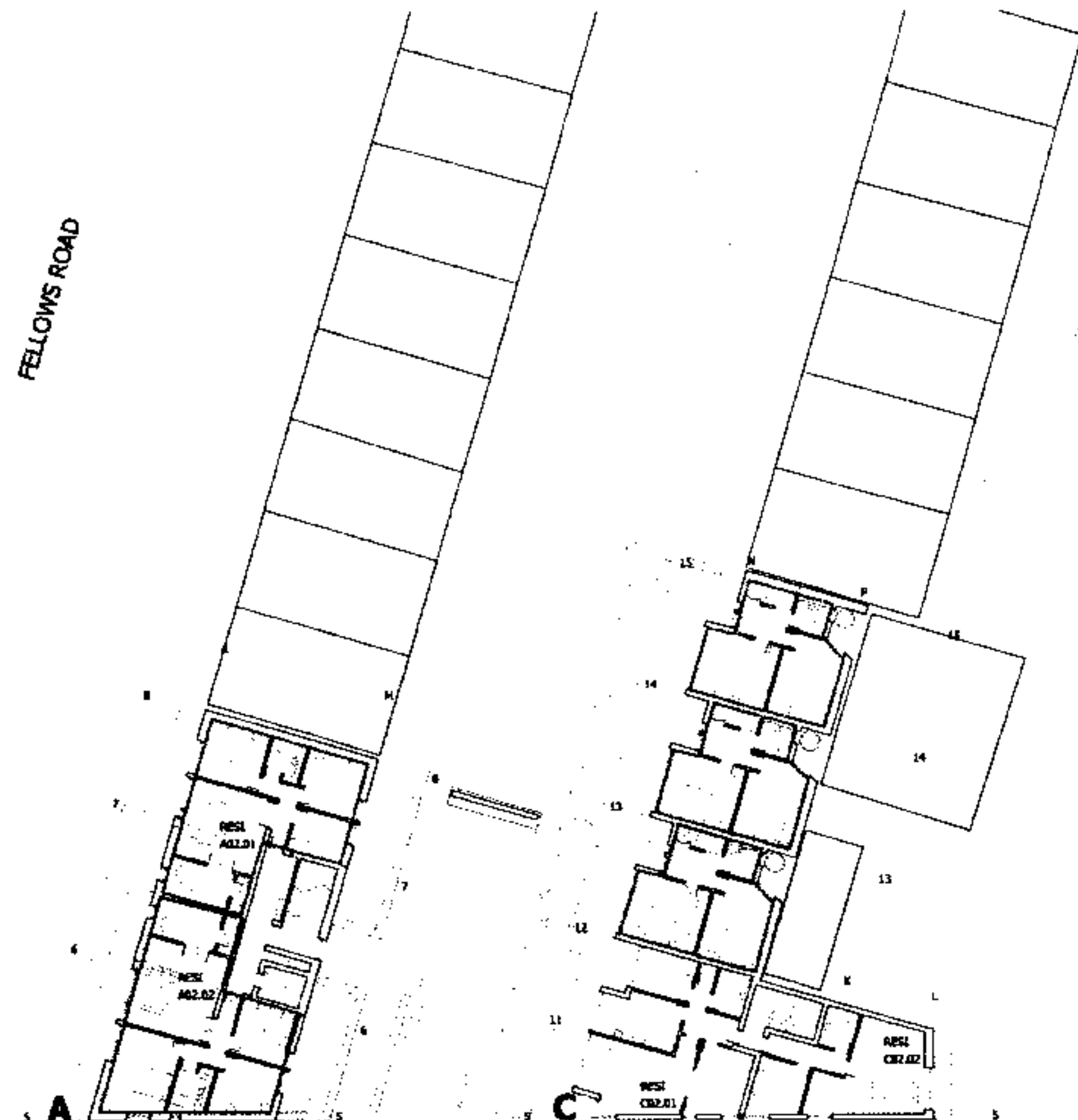
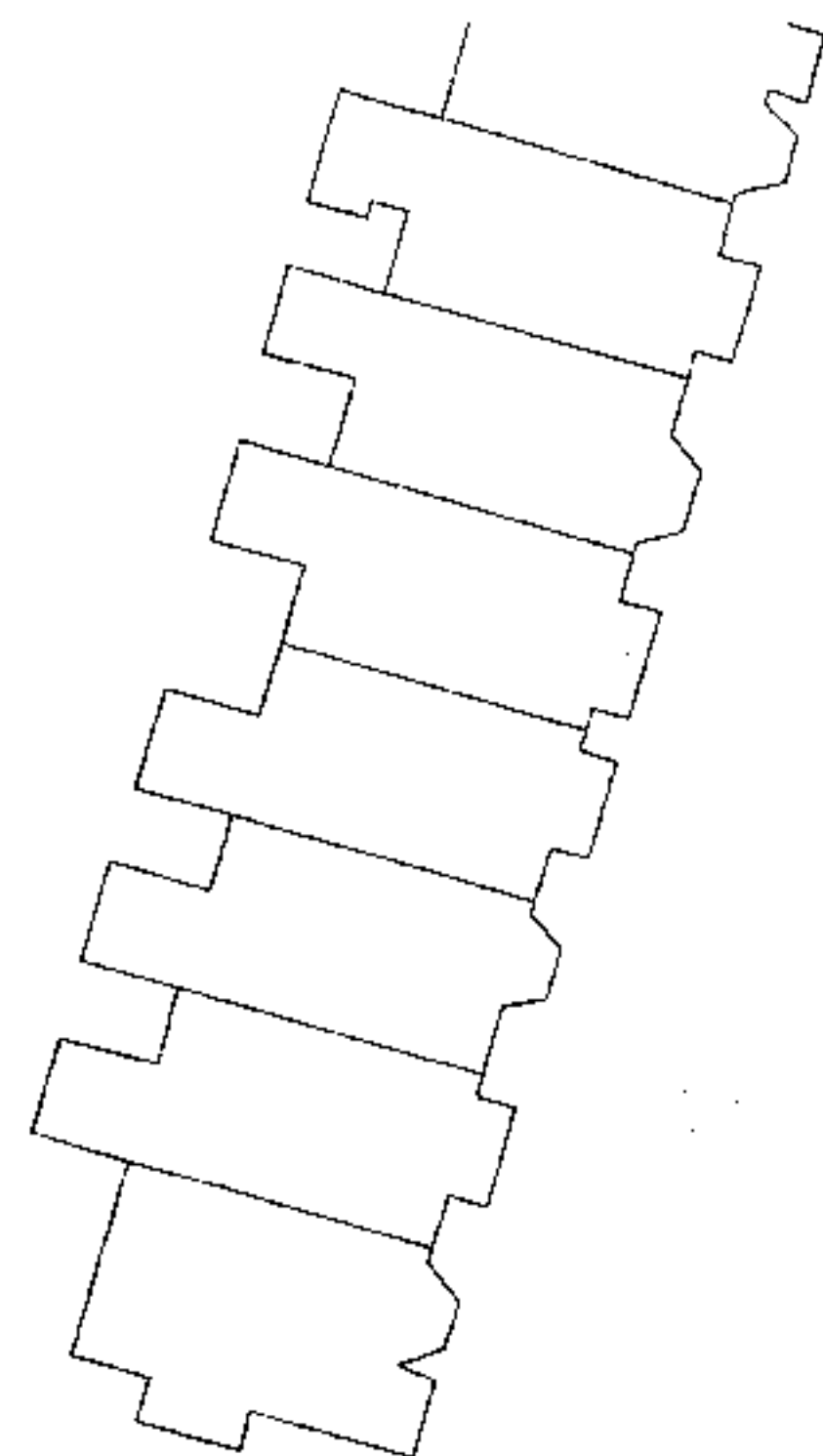
Drawing
 Plan 03-03 - First Floor
 Location of Nominated Units

Drawn	Date	Scale
CM	June 2006	1:2000 1:5000
Job number	Drawing number	Revision
04041	[15-01]_P21	A

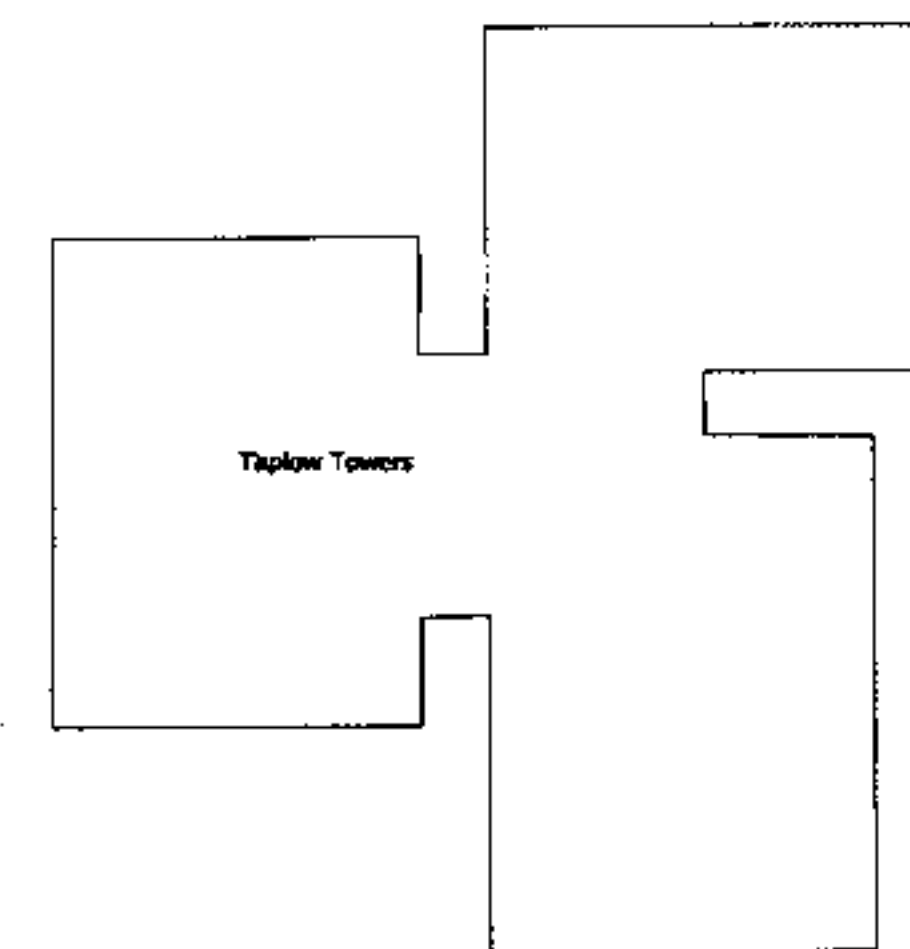
Original Drawing Size A1

DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE
 REPORTED TO THE ARCHITECT IMMEDIATELY.

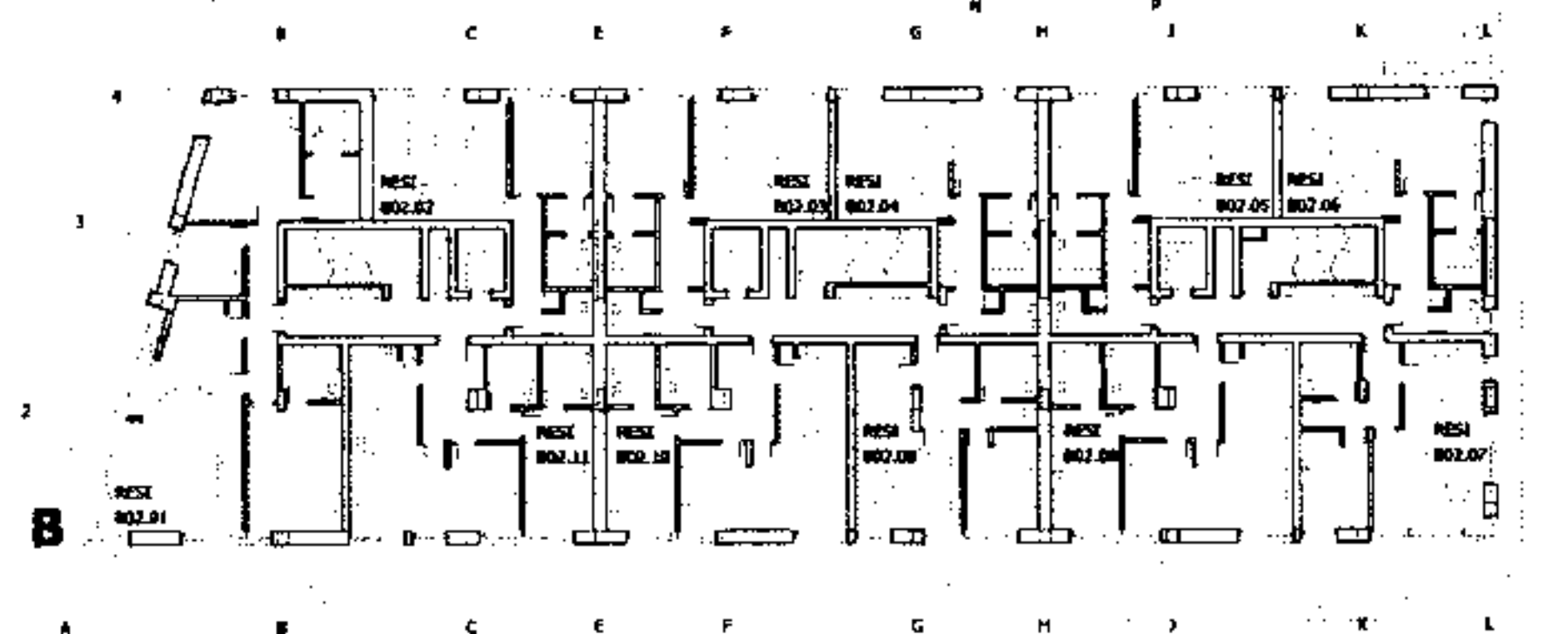
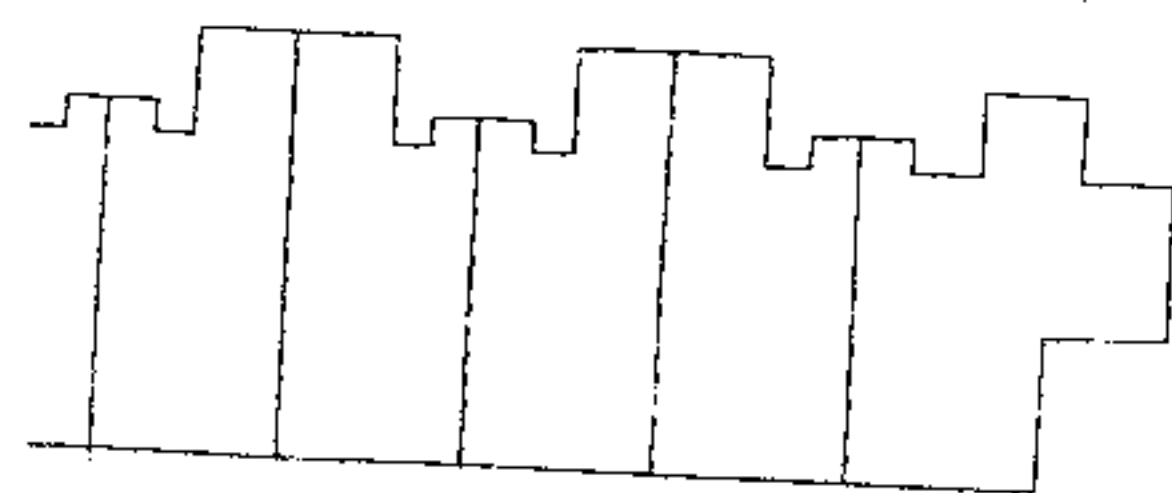
Key
 Location of Nominated Units



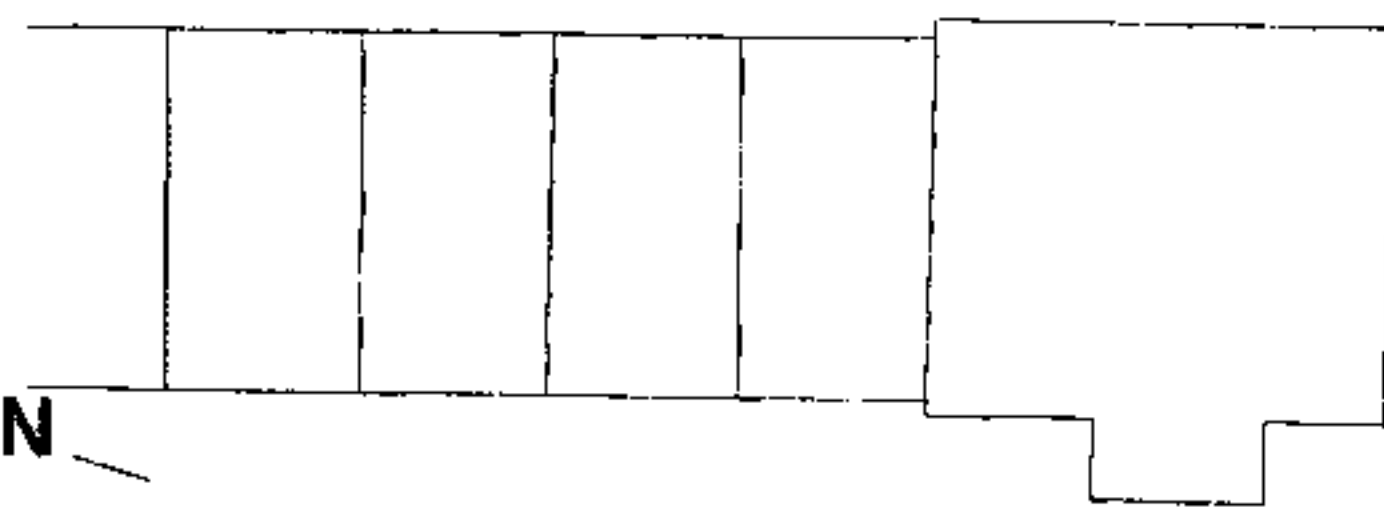
HORNBY CLOSE



PLAN 3



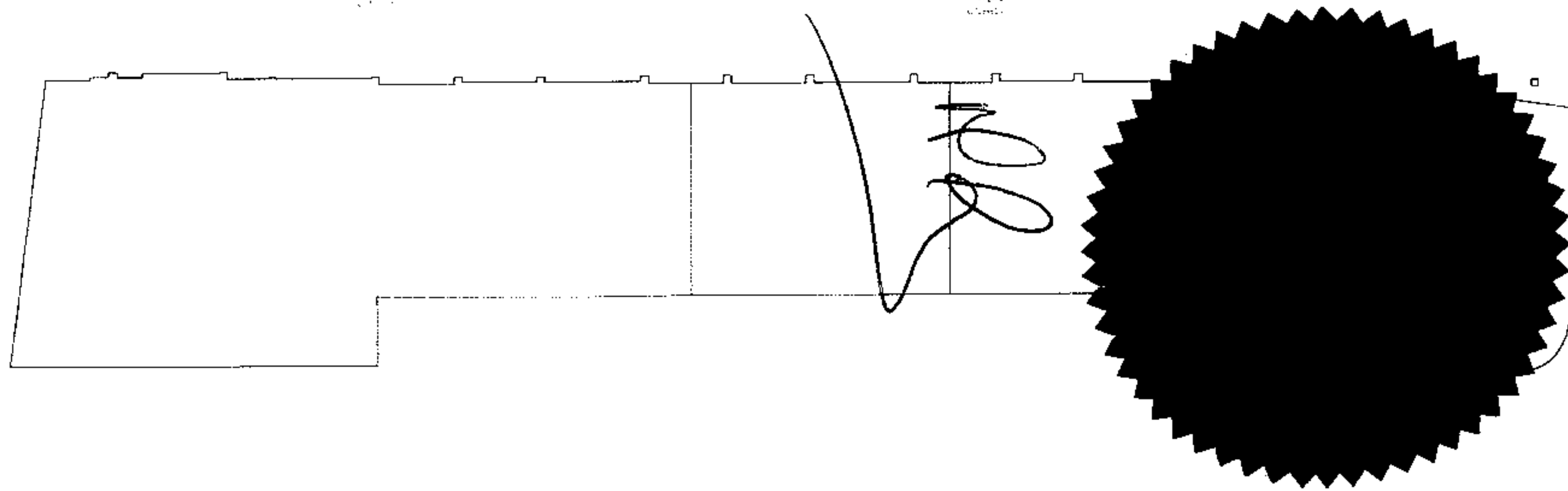
WINCHESTER ROAD



Adventure
 Playground

0 1 3 5 10 20m

N



Date Check Rev
 P L A N N I N G

SQUIRE AND PARTNERS

77 Wicklow Street London WC1M 9JY
 Tel 020 7278 5555 Fax 020 7239 8495
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 NW3

Drawing
 Plan 03-04 - Second Floor
 Location of Nominated Units

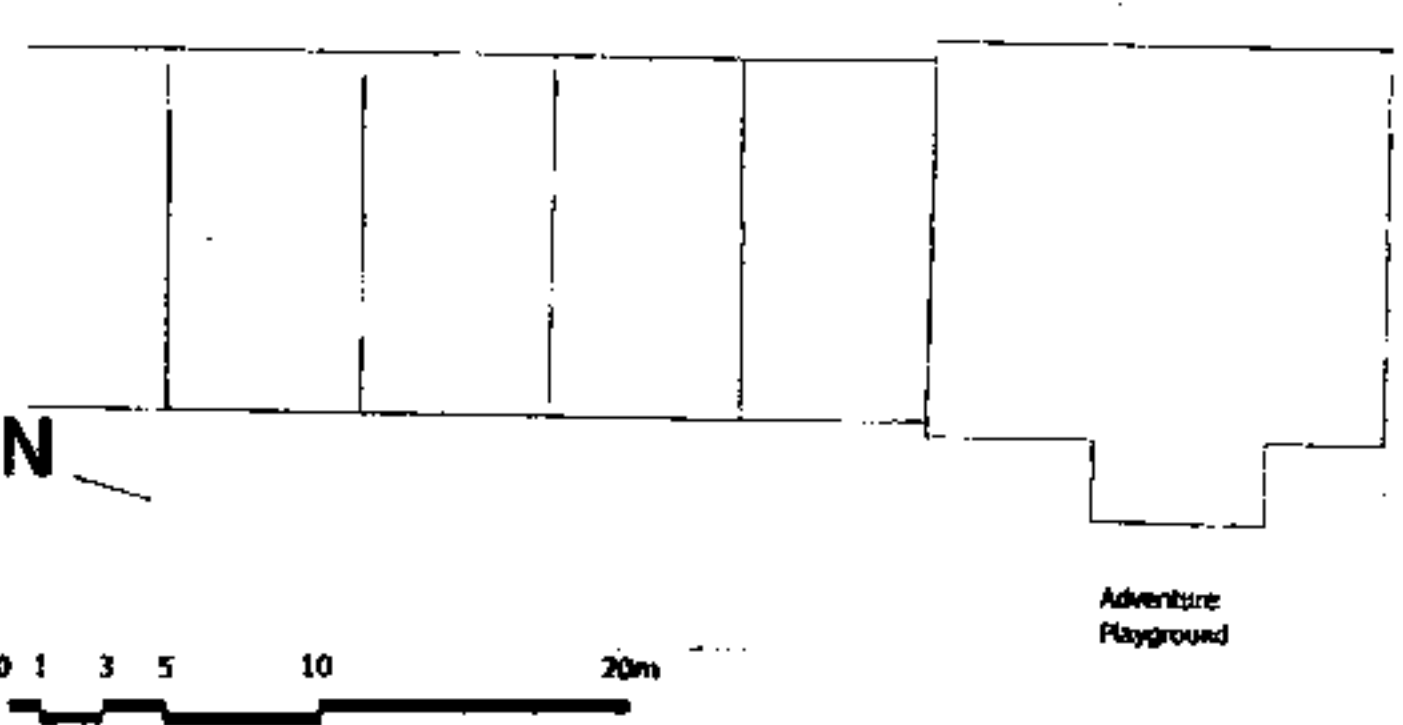
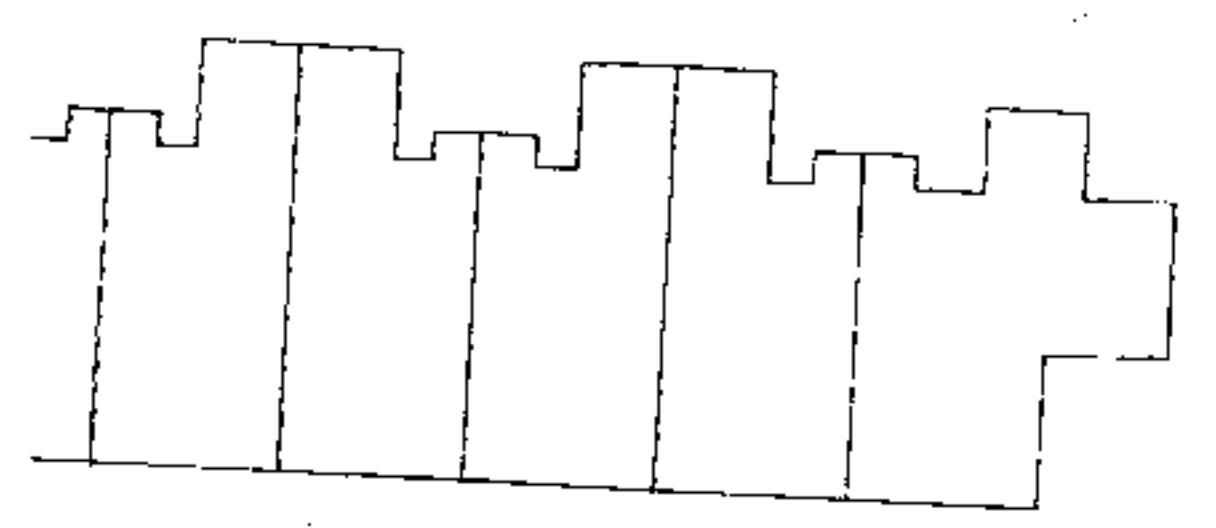
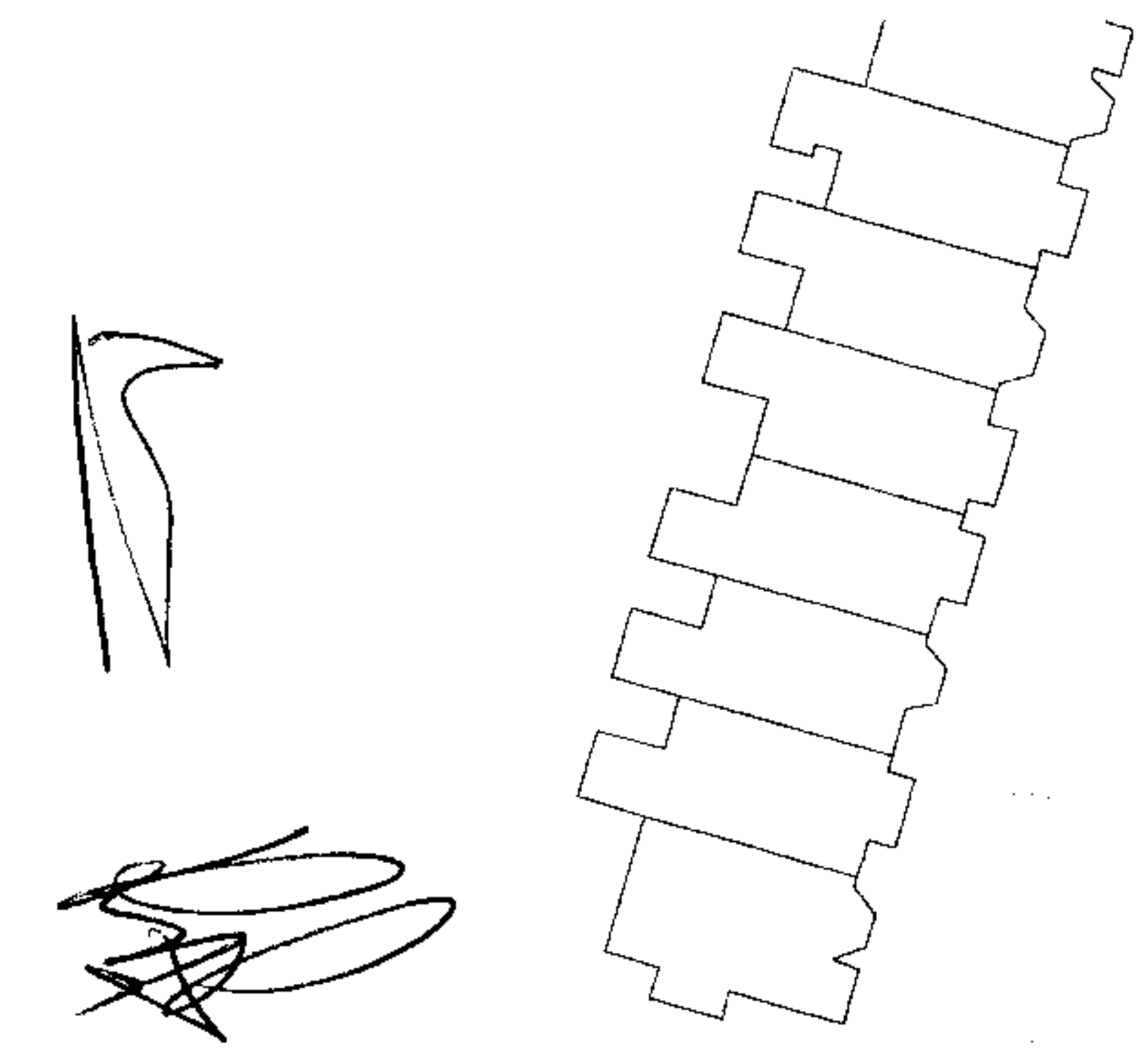
Drawn	Date	Scale
CM	June 2006	1:250(AS) 1:500(AS)
Job number	Drawing number	Revision
04041	[15-01]_P22	A

Original Drawing Size A1

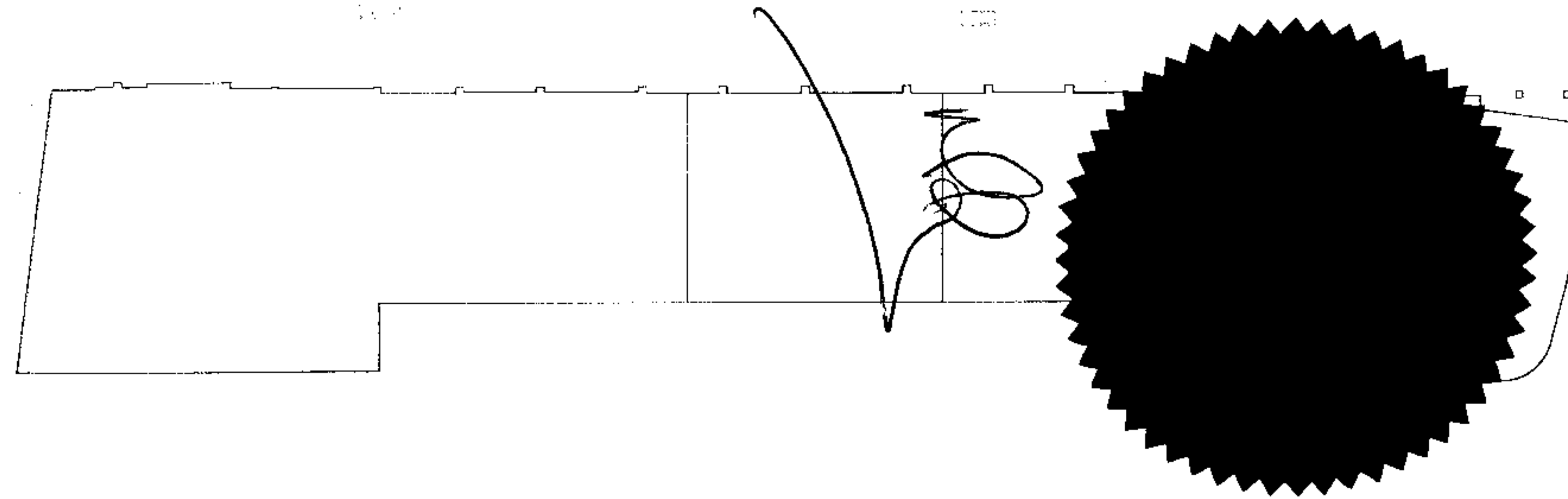
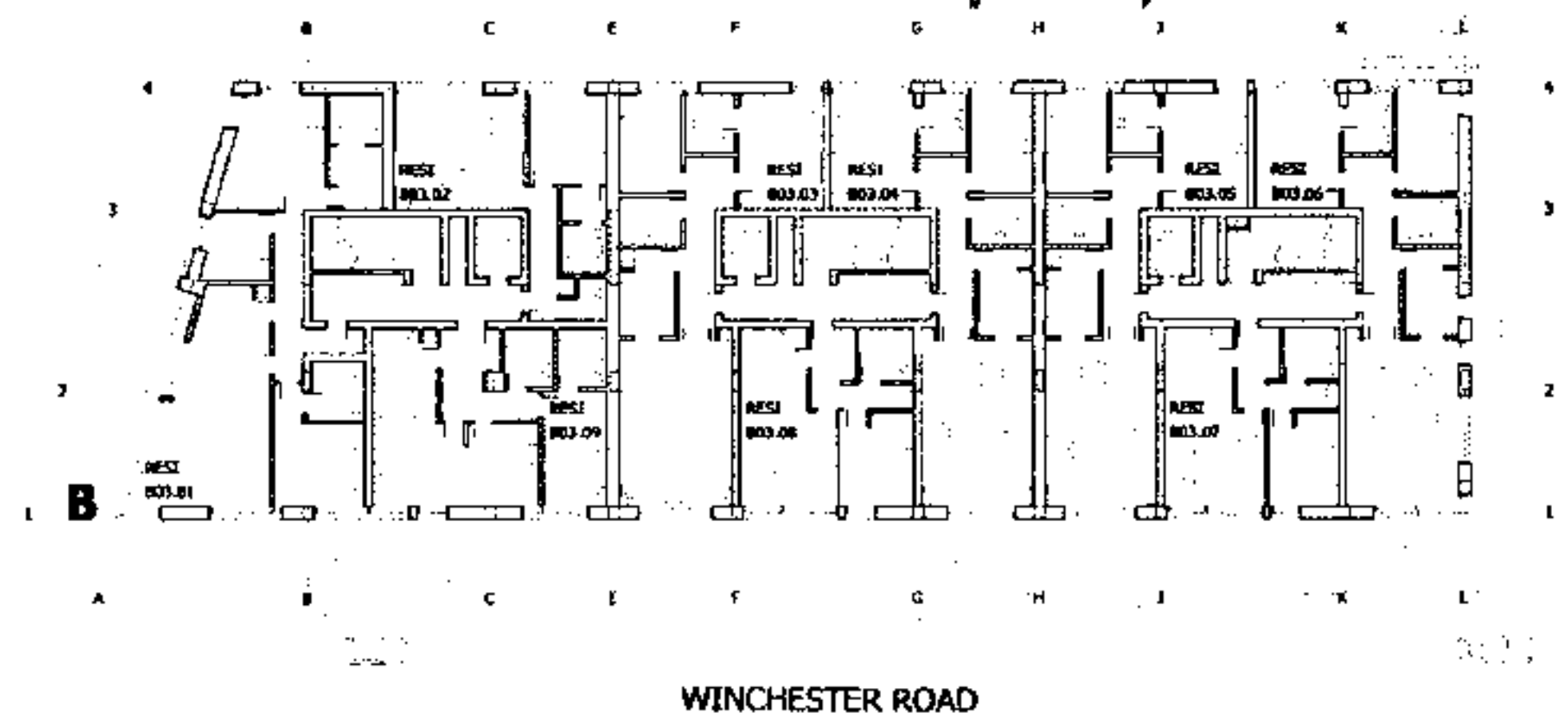
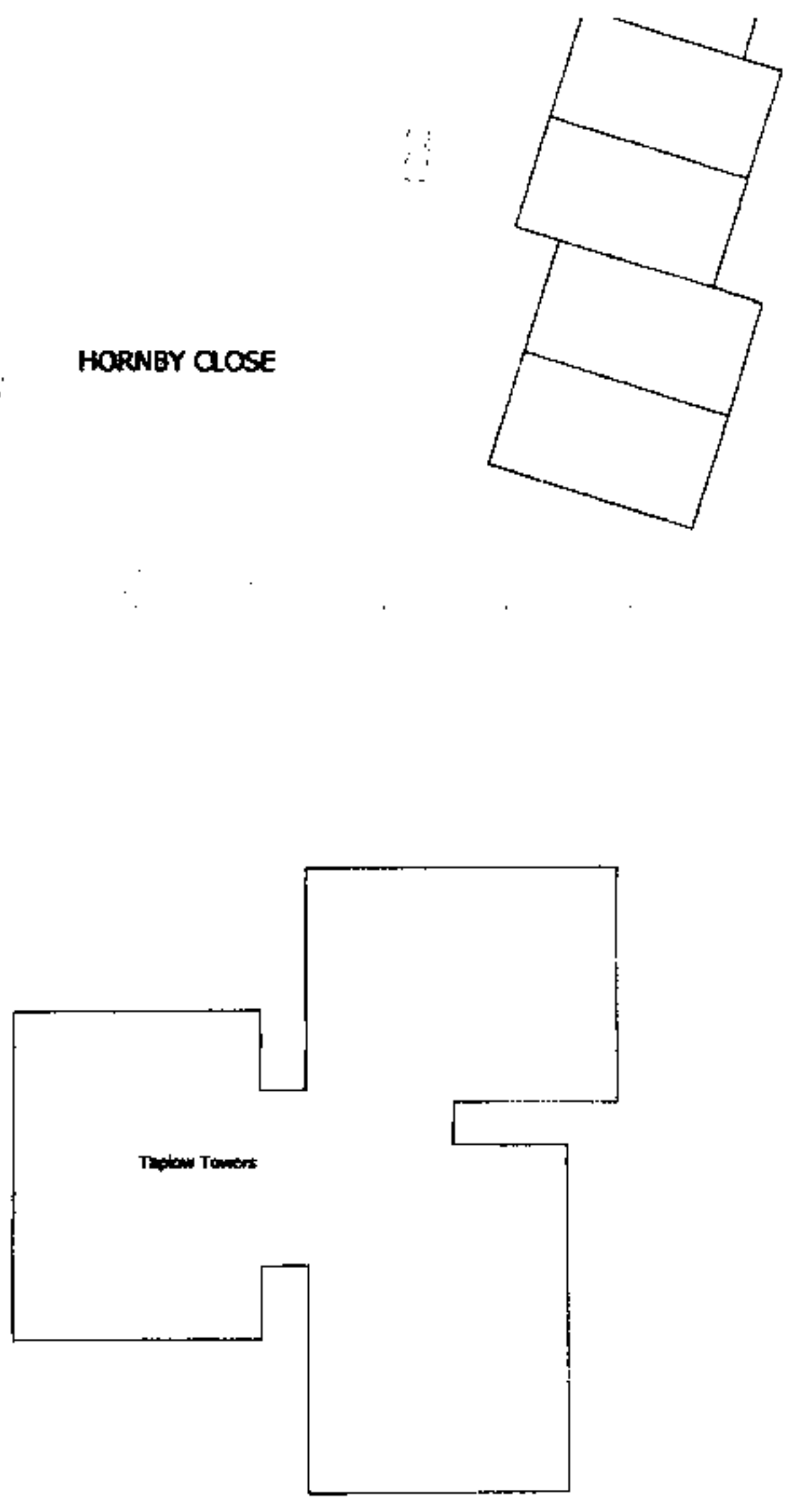
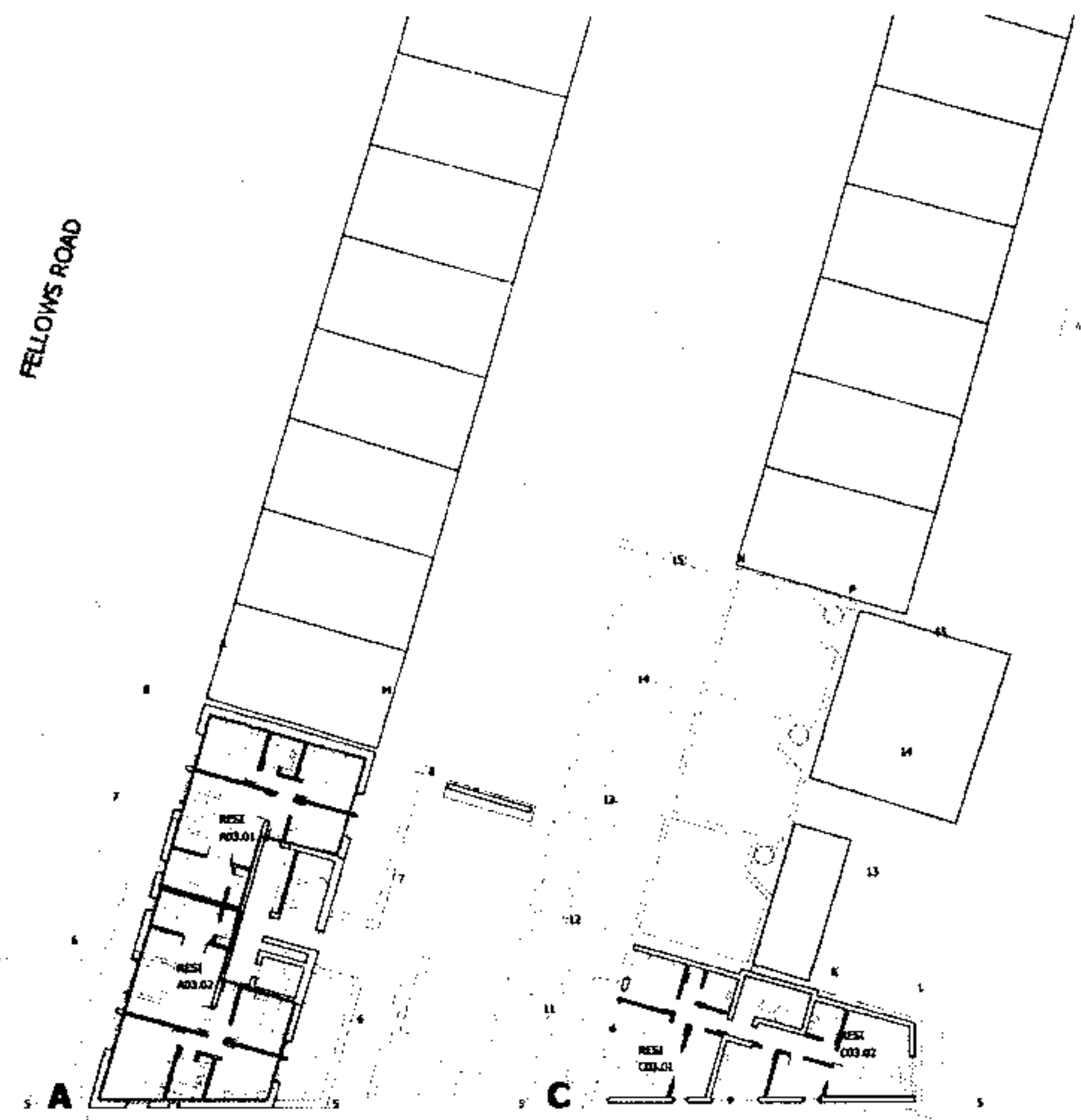
DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.

Key
 Location of Nominated Units

PLAN 3



0 1 3 5 10 20m



Date Check Rev
 P L A N N I N G

SQUIRE AND PARTNERS

77 Wicklow Street London W1K 9JY
 Tel 020 7278 5555 Fax 020 7218 8495
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 NW3

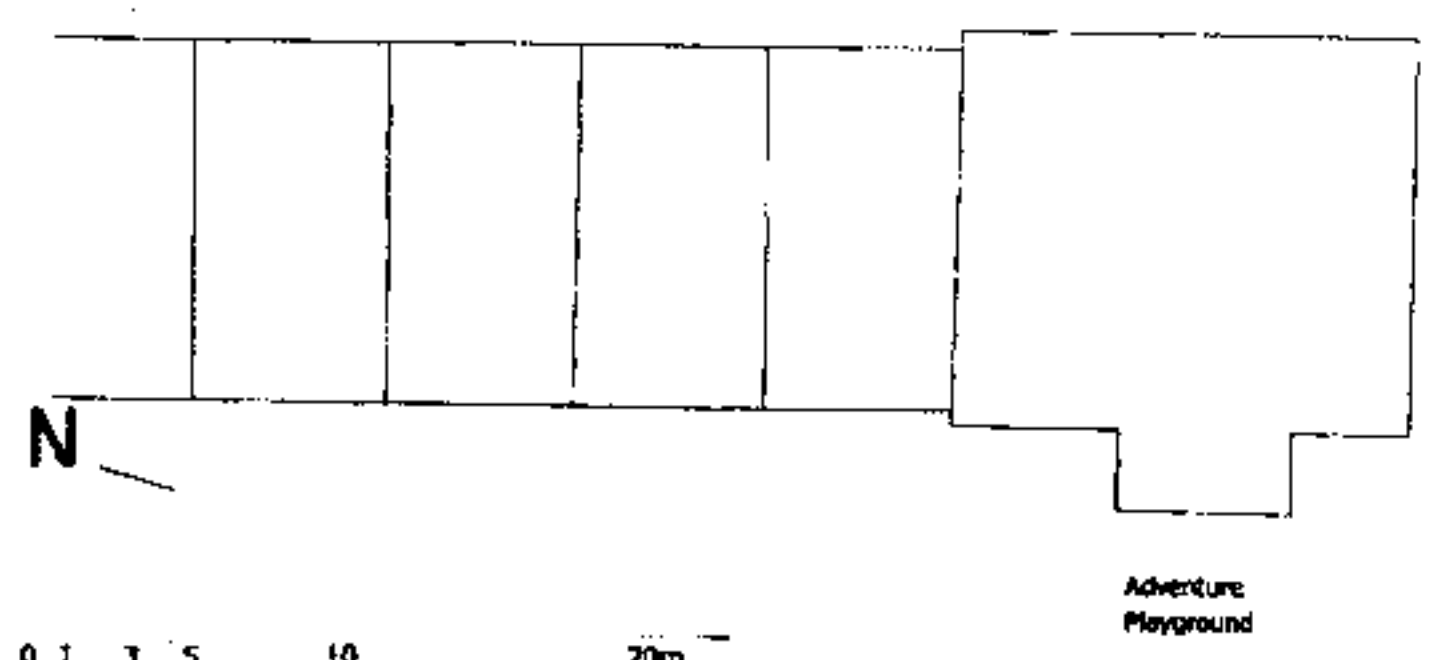
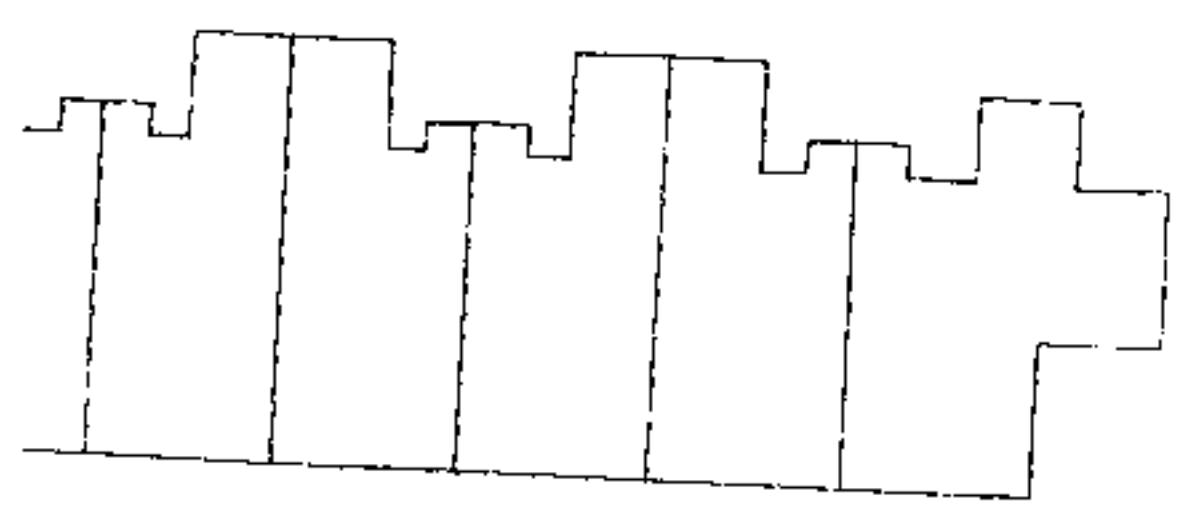
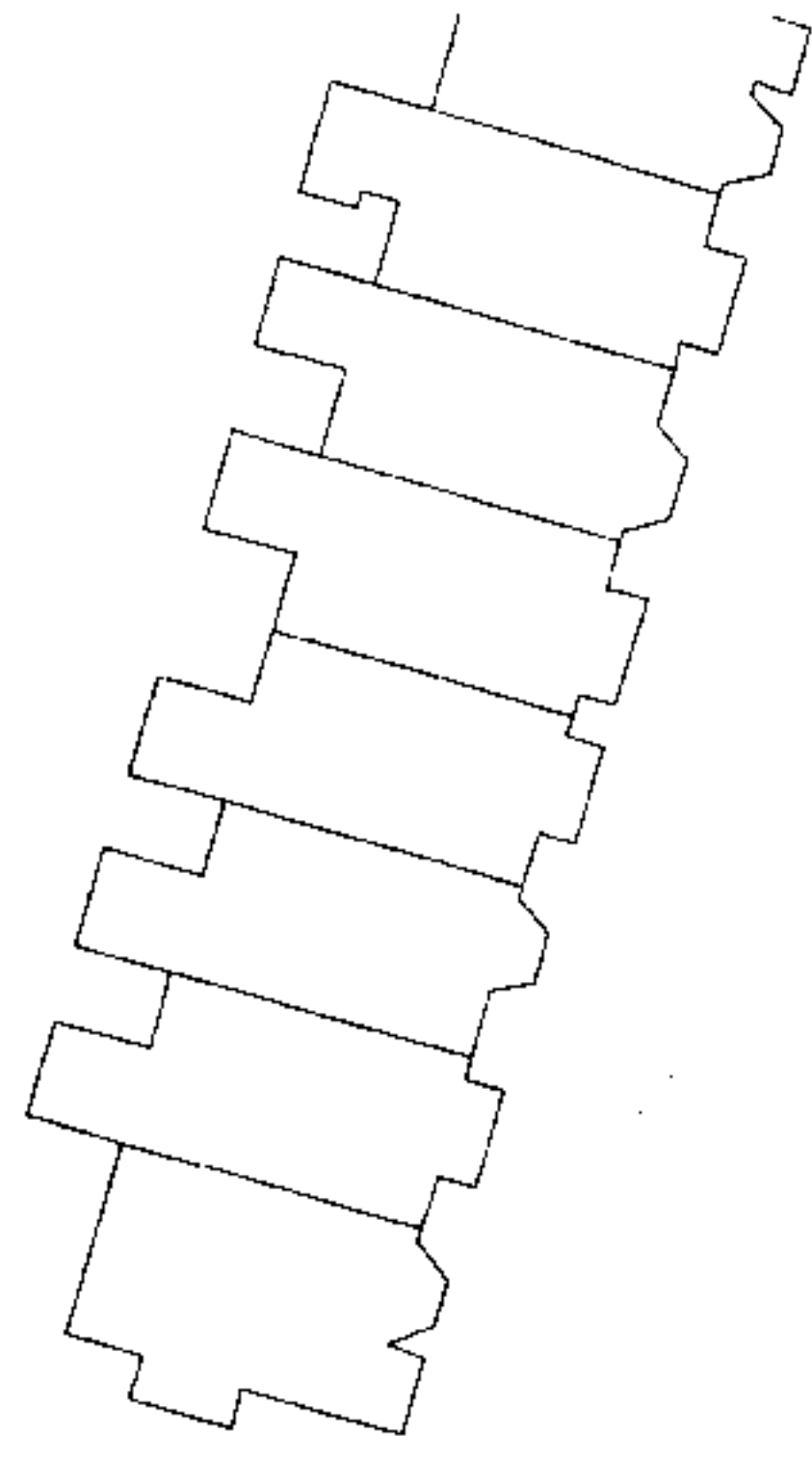
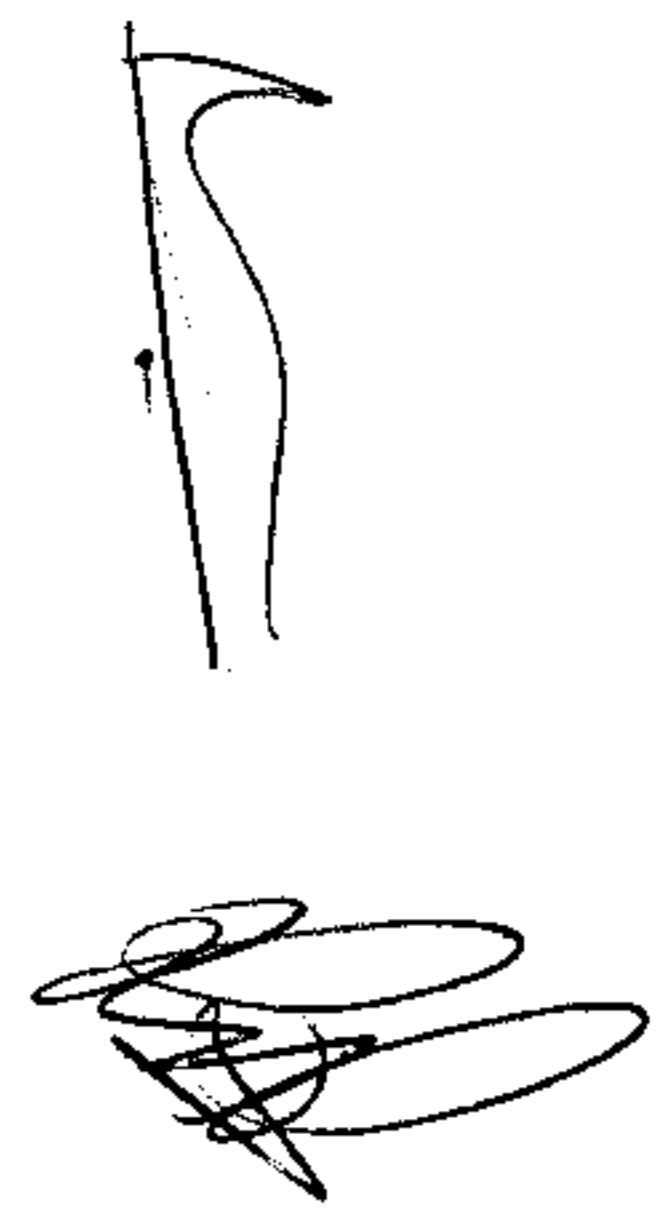
Drawing
 Plan 03-05 - Third Floor
 Location of Nominated Units

Drawn	Date	Scale
CM	June 2006	1:2000(A1) 1:3000(A3)
Job number	Drawing number	Revision
04041	[15-01]_P23	A

Original Drawing Size A1

DO NOT SCALE FROM THIS DRAWING.
 ALL DIMENSIONS TO BE CHECKED ON SITE.
 ALL OMISSIONS AND DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.

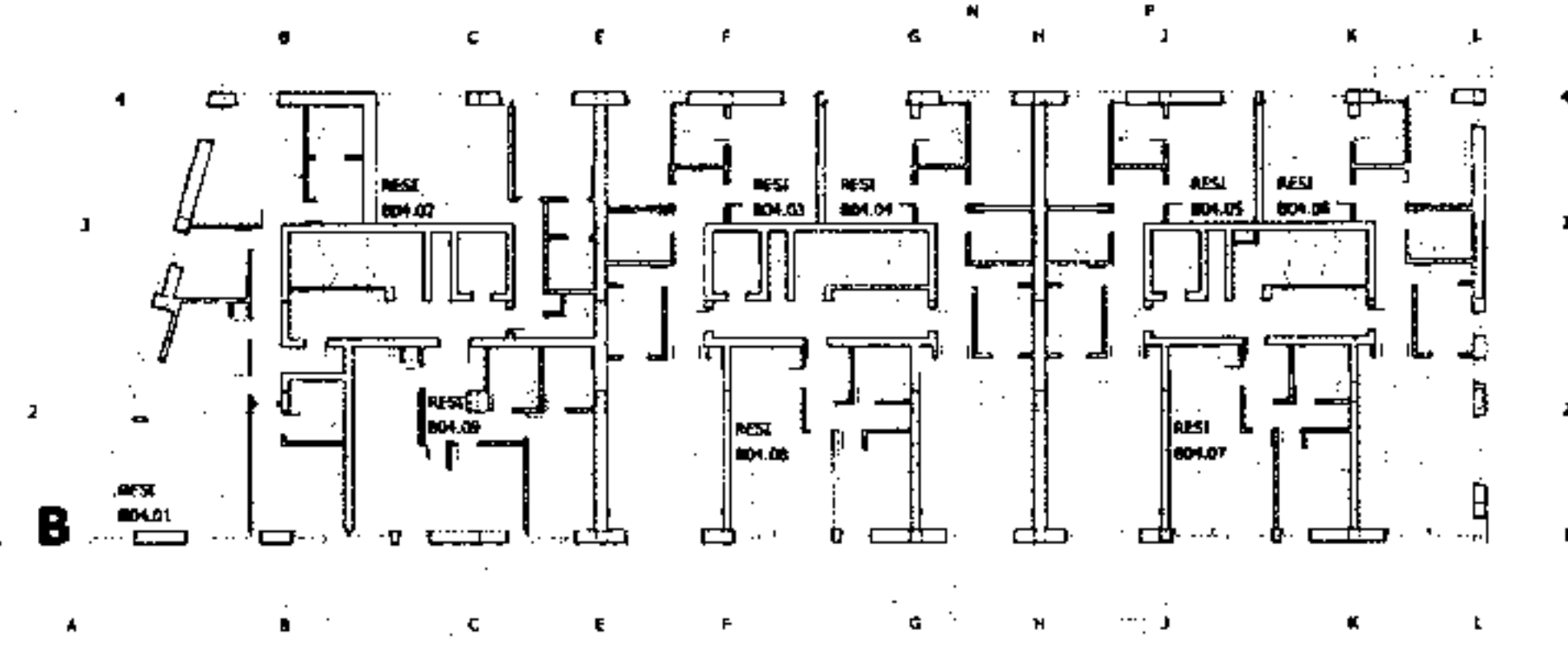
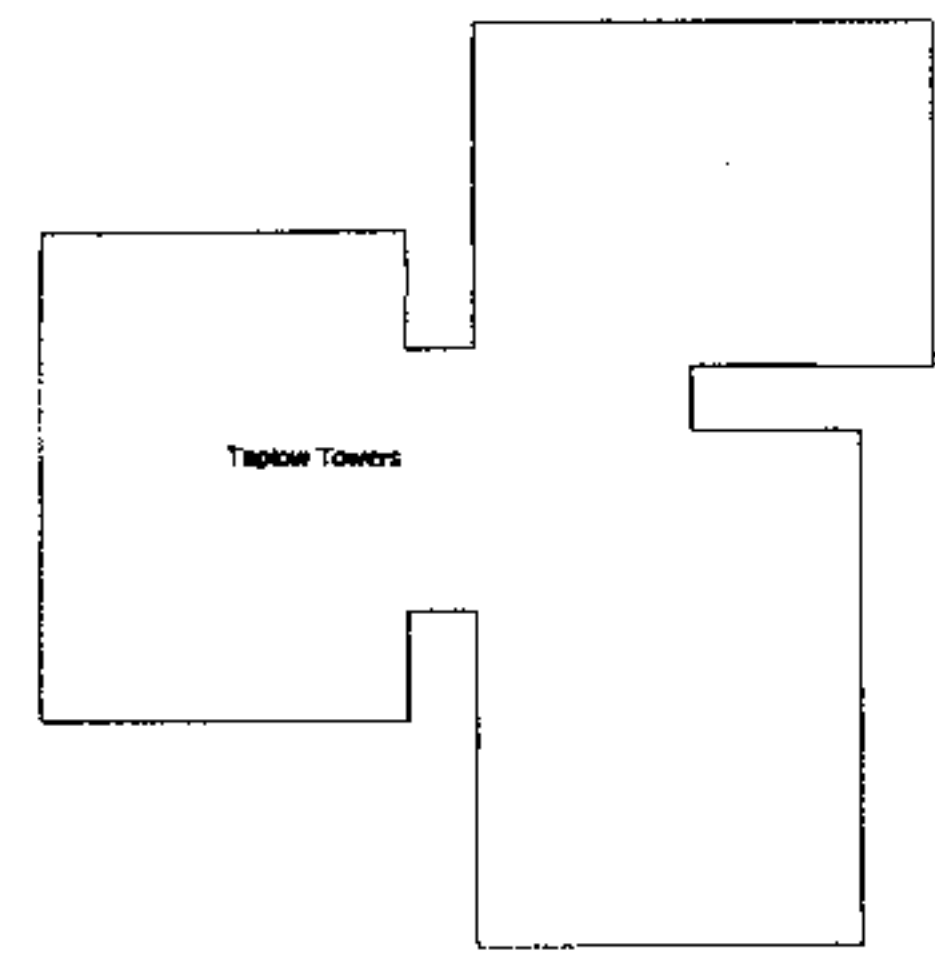
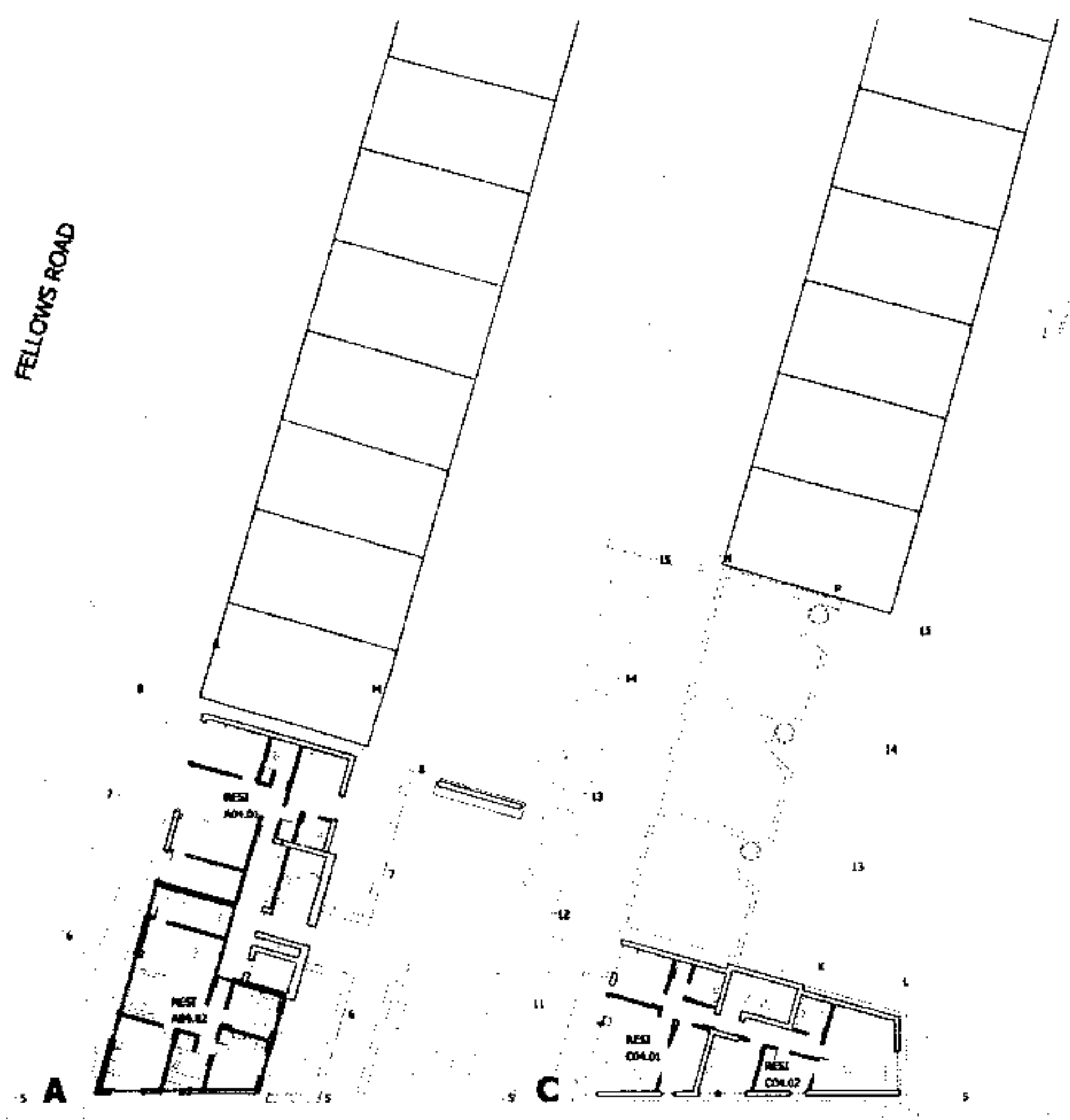
Key
 □ Location of Nominated Units



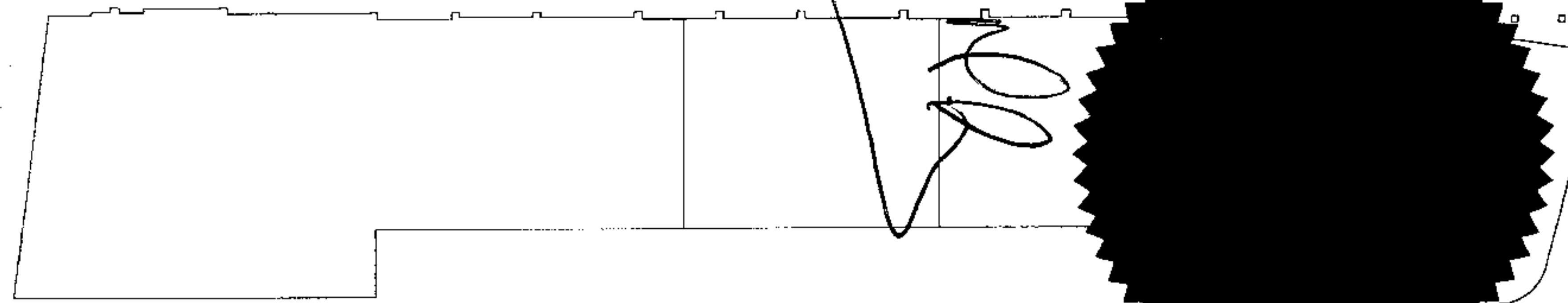
0 1 3 5 10 20m

FELLOWS ROAD

HORNBY CLOSE



WINCHESTER ROAD



PLAN 3

Date Check Rev
 P L A N N I N G

SQUIRE AND PARTNERS

77 Wicklow Street London WC1E 9JY
 Tel 020 7278 8999 Fax 020 7279 8495
 email@squireandpartners.com
 www.squireandpartners.com

Project
 2-20 Winchester Road
 NW3

Drawing
 Plan 03-06 - Fourth Floor
 Location of Nominated Units

Drawn	Date	Scale
CM	June 2006	1:2500A1 1:5000A2
Job number	Drawing number	Revision
04041	[15-01]_P24	A

Original Drawing Size A1

receipt for the maintenance upkeep and preservation of public open spaces in the vicinity of the Property

2.34 "Registered Social Landlord"

a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Council to secure the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme

2.35 "the Residential Units"

the Affordable Housing Units and the Open Market Units

2.36 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management based on a Building Research Establishment Assessment Method assessment and an EcoHomes Environmental Assessment to be carried out by a recognised independent verification body in respect of the Property.

2.37 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development taking into account the elements set out in the Second Schedule hereto with a view to promoting the use of sustainable forms of transport

2.38 "Working Group"

a working group to be convened in accordance with the requirements of this Agreement the objectives of which shall be to liaise discuss

advise and where appropriate make recommendations to the Owner in respect of matters relating to construction works associated with the Development and the management of the Construction Phase (including inter alia the programme for construction works, site conditions, site erection of hoardings, time of operations, noisy activities, time of deliveries, likely traffic problems, temporary footway closures and consideration of complaints from the owners and or occupiers of the residents and businesses in the locality) so as to minimise disruption and the environmental effect on the local community arising from the Construction Phase of the Development

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development (excepting and excluding Nominated Units) shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Affordable Housing**

4.1.1 At its own expense to commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord.

4.1.2 To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure.

- 4.1.3 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.
- 4.1.4 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan for the time being.
- 4.1.5 Subject always to clause 6.10 the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Housing Corporation or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council.

4.2 The Financial Contributions

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions in full.
- 4.2.2 Not to Implement or to permit Implementation of the Development until such time as the Council has received the Financial Contributions in full.
- 4.2.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Highway Works Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.4 If the Highway Works Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.2.5 On completion of the Off-Site Landscaping the Council may provide to the Owner a certificate specifying the sum ("the Off-Site Landscaping Certified Sum") expended by the Council in carrying out the Off-Site Landscaping.

4.2.6 If the Off-Site Landscaping Certified Sum exceeds the Off-Site Landscaping Contribution then the owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3 Car Capped Housing

4.3.1 To ensure that prior to Occupying the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.2 The Parties acknowledge that the provision in Clause 4.3.1 shall not apply to the residents of the Nominated Units.

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 above will remain permanently.

4.4 The Plans

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Plans.

4.4.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Plans as demonstrated by written notice to that effect such approval not to be unreasonably withheld or delayed.

4.4.3 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works in accordance with and contained in the Sustainability Plan as approved by the Council as demonstrated by written notice to that effect.

4.4.4 To ensure completion of the Landscaping Works in accordance with the approved Landscaping Works Plan by no later than the first planting season following practical completion of the Development.

4.4.5 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Plans as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Plans.

4.5 **Lifetime Homes Standards**

4.5.1 Not to Implement or permit Implementation until it has submitted to the Council plans showing all of the Residential Units forming part of the Development have been designed to Lifetime Homes Standards and the Council have approved the same in writing.

4.5.2 Not to Implement or permit Implementation of the Development otherwise than in accordance with the plan referred to in clause 4.5.1 of this Agreement such plans as approved by the Council.

4.5.3 Not to allow or permit Occupation of any part of the Development until the Council has confirmed that all of the Residential Units have been built out to Lifetime Homes Standards in accordance with clause 4.5.1 of this Agreement.

4.6 **Management Of The Construction Phase**

4.6.1 On or prior to the Implementation Date to submit to the Council for approval a draft Method Statement.

4.6.2 Not less than six months prior to the Implementation Date (unless otherwise agreed in writing with the Council) and at its own expense:

4.6.3

(a) to invite the following to become members of the Working Group:

- (i) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of five (5) persons
 - (ii) the Owner's architect plus one additional representative as may be nominated by the Owner from time to time
 - (iii) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)
- (b) (i) to procure that the project manager for the Development or their nominated deputy and a representative from the Owner's contractor (and any other appropriate professional representatives of the Owner that the Parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group
- (ii) to appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents and businesses in the locality and other interested parties about the operation of the Working Group such person to organise and attend all meetings of the Working Group all such meetings to take place within easy walking distance of the Property
- (iii) to ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Working Group
- (c) to give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Working Group to all members of such Working Group
- (d) to ensure that meetings of the Working Group shall take place at least once every four months during the Construction Phase ALWAYS PROVIDED that any member of the Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to convene a meeting of the Working Group and a meeting of the Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Working Group decide to meet

less frequently than is provided above during the Construction Phase, meetings of the Working Group shall be convened at such intervals as the Working Group decides

- (e) to ensure that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting)
- (f) in the event of the majority of members of the Working Group (having particular regard to the Method Statement) making a recommendation to the Owner in respect of the management of the Construction Phase to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Method Statement not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.
- (g) to provide at its own expense throughout the Construction Phase of the Development a telephone complaints service that shall be available to local residents to be staffed by a representative of the Owner as agreed by the Council during all periods of construction activity and an answer-phone service outside periods of construction activity and the Owner shall act in good faith expeditiously taking any action that accords with the approved Method Statement and which is reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Working Group written information about any such complaints received and action taken in respect of them as it considers appropriate).

4.6.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the approved Method Statement in accordance with the requirements of this Agreement (subject to such variations as the Council may approve from time to time in accordance with the requirements of this Agreement such approval not to be unreasonably withheld or delayed) and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required in writing by the Council to remedy such non-compliance.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 Within 7 days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2005/5580/P the date upon which the Development is ready for occupation.
- 5.2 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 Payment of the Financial Contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM043ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring

Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference

number 2005/5580/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from the Owner shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall

forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clause 4.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (“the Registered Proprietor”) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice (“the Default Notice”) upon the Council.
- ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Units
- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units within the six calendar month period specified above (“the Specified Period”) on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any

mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clause 4.1 hereof.

- 6.10 Any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Sub Clause 4.1 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden.

7. OBLIGATIONS OF THE COUNCIL

- 7.1 Following Implementation of the Development the Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to have the Highway Works completed at the same time as the Development and the Council shall use all reasonable endeavours to achieve that aim.
- 7.2 In the carrying out of the Highway Works the Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) in an effort to seek to avoid any significant overspend of the Highways Contribution and shall use reasonable endeavours to achieve that aim.
- 7.3 If the Highways Contribution has not been utilised in whole or in part within ten years of the tenth (10th) anniversary of the date of the issue of the Certificate of Practical Completion of the Development then any unexpended sum shall be reimbursed by the Council to the Owner upon written request from the Owner for the same

8. **RIGHTS OF THIRD PARTIES**

8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

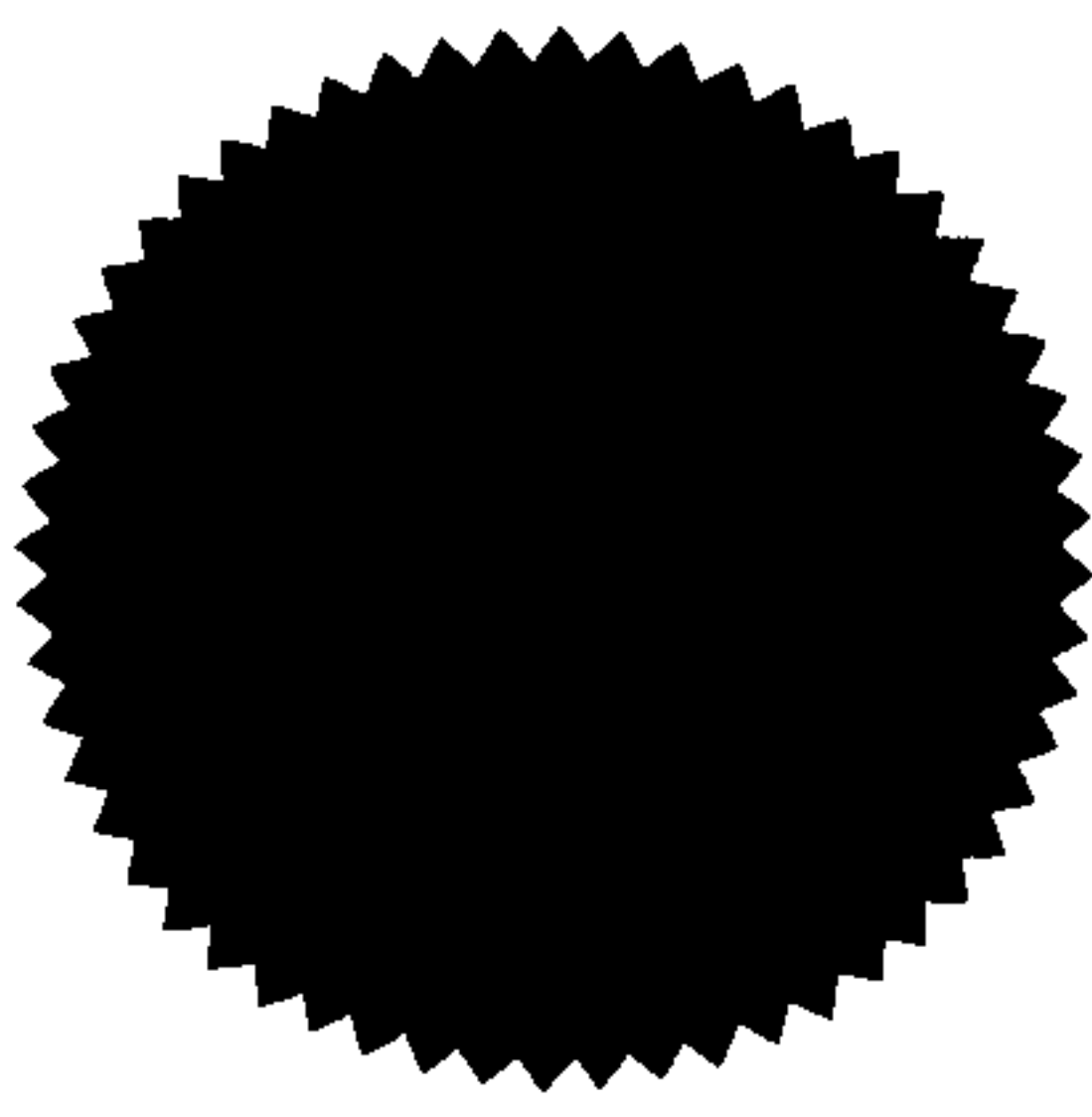
EXECUTED AS A DEED BY)
LMS (WINCHESTER ROAD) LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

.....
Authorised Signatory



THE FIRST SCHEDULE

LIFETIME HOMES STANDARDS

Lifetime Homes standards	Specifications and dimensions which meet Lifetime Homes standards	Housing Corporation Scheme Development Standards compliance (3rd Edition) (E=essential, R=recommended)
1 Where there is car parking adjacent to the home, it should be capable of enlargement to attain 3300mm width	The general provision for a car parking space is 2400mm width. If an additional 900mm width is not provided at the outset, there must be provision (e. g. a grass verge) for enlarging the overall width to 3300mm at a later date	1.1.3.4 E (requires actual provision at the outset rather than provision for later enlargement)
2 The distance from the car parking space to the home should be kept to a minimum and should be level or gently sloping	It is preferable to have a level approach. However, where the topography prevents this, a maximum gradient of 1: 12 is permissible on an individual slope of less than 5 metres or 1: 15 if it is between 5 and 10m, and 1: 20 where it is more than 10m.* Paths should be a minimum of 900mm width	1.1.3.2 E (but covers natural surveillance, not distance)
3 The approach to all entrances should be level or gently sloping	See standard 2 above for the definition of gently sloping	relevant parts of 1.3.1.1 E
4 All entrances should: a) be illuminated relevant parts of 1.3.1.2 E b) have level access over the threshold and c) have a covered main entrance	The threshold upstand should not exceed 15mm	1.1.1.12 E
5 a) Communal stairs should provide easy access and b) where homes are reached by a lift, it should be fully wheelchair accessible	<i>Minimum dimensions for communal stairs</i> Uniform rise not more than 170mm Uniform going not less than 250mm Handrails extend 300mm beyond top and bottom step	1.4.1.5 E

Handrail height 900mm from each nosing

Minimum dimensions for lifts 1.2.1.44 E

Clear landing entrances 1500x1500mm 1.2.1.45 E

Min. internal dimensions 1100x1400mm

Lift controls between 900 and 1200mm from the floor and 400mm from the lift's internal front wall

6 The width of the doorways and hallways should conform to the specifications in the next column .

<i>Doorway clear opening width (mm)</i>	<i>Corridor/ passageway width (mm)</i>	
750 or wider	900 (when approach is head- on)	1.3.1.2 E
750	1200 (when approach is not head- on)	1.3.1.3 E
775	1050 (when approach is not head- on)	1.3.1.4 E
900	900 (when approach is not head- on)	

The clear opening width of the front door should be 800mm. There should be 300mm to the side of the leading edge of doors on the entrance level

7 There should be space for turning a wheelchair in dining areas and living rooms and adequate circulation space for wheelchair users elsewhere

A turning circle of 1500mm diameter or a 1700x1400mm ellipse is required 1.3.1.12 R

8 The living room should be at entrance level

1.3.1.10 R

9 In houses of two or more storeys, there should be space on the entrance level that could be used as a

1.6.3.6 R
1.3.1.11 R

convenient bed- space

<p>10 There should be: a) a wheelchair accessible entrance level WC, with b) drainage provision enabling a shower to be fitted in the future</p>	<p>The drainage provision for a future shower should be provided in all dwellings</p>	<p>1.3.1.5 E 1.3.1.9 R 1.6.3.6 R</p>
<p><i>Dwellings of three or more bedrooms</i></p>		
<p>For dwellings with three or more bedrooms, or on one level, the WC must be fully accessible. A wheelchair user should be able to close the door from within the closet and achieve side transfer from a wheelchair to at least one side of the WC. There must be at least 1100mm clear space from the front of the WC bowl. The shower provision must be within the closet or adjacent to the closet (the WC could be an integral part of the bathroom in a flat or bungalow)**</p>		
<p><i>Dwellings of two or fewer bedrooms</i></p>		
<p>In small two- bedroom dwellings where the design has failed to achieve this fully accessible WC, the Part M standard WC will meet this standard</p>		
<p>11 Walls in bathrooms and toilets should be capable of taking adaptations such as handrails</p>	<p>Wall reinforcements should be located between 300 and 1500mm from the floor</p>	<p>1.6.3.1 E</p>
<p>12 The design should incorporate: a) provision for a future stair lift b) a suitably identified space for a through- the- floor lift from the ground to the first floor, for example to a bedroom next to a bathroom</p>	<p>There must be a minimum of 900mm clear distance between the stair wall (on which the lift would normally be located) and the edge of the opposite handrail/ balustrade. Unobstructed 'landings' are needed at top and bottom of stairs</p>	<p>1.3.1. 6 E 1.6.3.6 R</p>
<p>13 The design should provide for a reasonable route for a potential hoist from a main bedroom to the bathroom</p>	<p>Most timber trusses today are capable of taking a hoist and tracking. Technological advances in hoist design mean that a</p>	<p>1.6.3.2 E 1.2.1.31 R</p>

straight run is no longer a requirement

14 The bathroom should be designed to incorporate ease of access to the bath, WC and wash basin	Although there is not a requirement for a turning circle in bathrooms, sufficient space should be provided so that a wheelchair user could use the bathroom	
15 Living room window glazing should begin at 800mm or lower and windows should be easy to open/operate	People should be able to see out of the window whilst seated. Wheelchair users should be able to operate at least one window in each room	1.4.1.1 E 1.2.1.32 R
16 Switches, sockets, ventilation and service controls should be at a height usable by all (i. e. between 450 and 1200mm from the floor)	This applies to all rooms including the kitchen and bathroom	1.3.1.14 R (switches, door handles and thermostats at 900-1200mm) 1.3.1.15 R (sockets at 450- 600mm)

* Providing there are top, bottom and intermediate landings of not less than 1.2m excluding the swing of doors and gates.

** But please note that it is important to meet the Part M dimensions specified to each side of the WC bowl in entrance level WCs (diagrams 10a and 10b). The Lifetime Homes standards for houses of three bedrooms or more require full side transfer from at least one side of the WC.

THE SECOND SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

(For further advice on developing a Travel Plan see "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website:

www.transportenergy.org.uk)

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up to the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan with particular emphasis on those contained within Section A:-

SECTION A:-

1. Public Transport and walking

- a. Review the public transport needs of residents of the Property and their visitors
- b. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk)
- d. Encourage walking through the provision of information on the best pedestrian routes from the Property to the local town centres and places of local interest

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Property

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

6. Cycling

Consideration must be given to the following cycling measures –

- a. secure and well-lit cycle parking
- b. a Bicycle Users Group (BUG) to progress cyclists issues on site
- c. work with the Council to improve cycle routes to/from the Property

7. Facilities for Goods Movement and Servicing

It is expected that deliveries for the additional floorspace will occur as existing, however, the Plan must seek to:

- a. identify any specific additional servicing required of the existing traffic and transport constraints of the Property.

8. Disabled Parking

a disabled parking management plan must be included to ensure the designation of specific disabled parking spaces and the display of clear signage to them

9. Car Club

A car club facility must be included to provide residents of the Development with a bulk negotiated discount to access a local car club operator

SECTION B:-

Review, management, promotion.

1. annual review and monitoring of the Property's accessibility in Green Transport terms in accordance with the principles set out in Part II of this Schedule.
2. regular promotion of measures to facilitate the Property's accessibility in Green Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Property and into publicity material as appropriate and by making copies of the Plan available to residents and their visitors at the Property.
3. ongoing commitment and consultation with the occupants of the Property
4. a designated co-ordinator within the Property to be responsible for implementing the Plan

a communications strategy within the Development about the benefits of the Plan

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with residents**

This will involve meeting residents of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

3. **User/Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of residents and users if the Plan is to succeed. This stage will include user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys. The Owner will consult with the Council and providers of public transport at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

The London Planning Practice
4 Goodwins Court
London
WC2N 4LL

Application Ref: **2005/5580/P**
Please ask for: **Adrian Malcolm**
Telephone: 020 7974 2566

Dear Sir/Madam

19 June 2006
DRAFT
DECISION

Town and Country Planning Acts 1990 (as amended)
Town and Country Planning (General Development Procedure) Order 1995
Town and Country Planning (Applications) Regulations 1988

Full Planning Permission Granted

Address:

2-20 Winchester Road & 157A Fellows Road
London
NW3 3NT

DECISION

Proposal:

Redevelopment to provide 3 new buildings of part 3/part 5 stories plus basement, 5 stories plus basement and 8 stories plus basement and sub basement containing 76 residential units (comprising 51 private and 25 affordable units), 416 sqm of commercial floorspace (comprising 312sqm Class A1 Retail, 104 sqm Class A2 Financial and Professional Services), 41 car parking spaces with new vehicular access from Fellows Rd plus associated hard and soft landscaping.

Drawing Nos: preliminary assessment (Rev B); GLA Tool Kit-Explanatory Note; transport statement; arboricultural report; energy strategy; structural section of report; planning & design statement; daylight & sunlight report.

Existing site plan-15-01-P001; P18 rev A; P19 rev A; P20 rev A; P21 rev A; P22 rev A; P23 rev A; P24 rev A; P25 rev A; P26 rev A; P27 rev A; P28 rev A; 15-02- P011 rev A; P012 rev A; P013 rev A; 15-03-050 rev A; P051 rev A; P052 rev A; P053 rev A; P054 rev A; 15-06-P10 rev A; P11 rev A; P20 rev A; P21 rev A; P22 rev A; 20-01-P20 rev A; P21 rev A; P22 rev A;

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 Details of all proposed shopfronts shall be submitted to the local planning authority for approval and shall be carried out in accordance of any such approval prior to occupation of any part of the building fronting Winchester Rd (referred to as Block B in the application).

Reason for condition: To ensure the shopfronts have a satisfactory appearance in relation to the building in which they stand and the surrounding area and with doorways suitable for use by all people within the community regardless of physical ability. This is in accordance with Policy EN23 of the Adopted Unitary Development Plan 2000 and Policy B4 of the Revised Deposit Draft Unitary Development Plan 2004, as amended.

- 3 Details shall be submitted to the local planning authority to demonstrate how 10% of the units hereby approved will be provided to standards suitable for wheelchair users and specifying those units. The development shall be carried out in accordance with any such approval prior to occupation of any part of the development hereby approved .

Reason for condition: To ensure satisfactory provision is made within the development to enable occupation and use by wheelchair users in accordance with Policy HG14 of the Adopted Unitary Development Plan 2000 and Policy H7 of the Revised Deposit Draft Unitary Development Plan 2004, as amended.

- 4 Notwithstanding the plans hereby approved, details of proposed slab levels of the building in relation to the existing and proposed levels of the site and the surrounding land shall be submitted to and approved by the local planning authority before development commences. The development shall not be carried out other than in accordance with any such details approved.

Reason for condition:

In order to ensure that the height of the development is no greater than indicated on the approved drawings, so as to protect the availability of light enjoyed by nearby residential premises, in accordance with Policy EN19 of the Adopted Camden UDP 2000 and Policy SD6 of the Revised Deposit Draft UDP 2004, as amended.

- 5 Notwithstanding the plans hereby approved, details of windows to the southern and western end of Block C and eastern elevation of Block B, as shown on the proposed drawings, shall be submitted to and approved by the local planning authority prior to commencement of the development and shall only be carried out as approved and maintained as such for as long as the development remains in existence.

Reason for condition:

In order to prevent undue overlooking of nearby premises that may cause loss of privacy, in accordance with Policy EN19 of the Adopted Camden UDP 2000 and Policy SD6 of the Revised Deposit Draft of the Camden UDP 2004, as amended.

- 6 Samples of all facing materials including all stonework, panels, fins and spandrels; roof treatment and materials, window panels; window frames and glazing; balconies; balustrades and any other facing materials shall be submitted to and approved by the local planning authority prior to commencement of the development and implemented in accordance with any such approval. In addition a sample panel shall be erected on site for inspection for the local planning authority to demonstrate the appearance approved materials to be used.

Reason for condition:

To ensure that the appearance of the development is compatible with that of the area, in accordance with Policies EN1 and EN37 of the Adopted Camden UDP 2000 and Policies S1, S2 and S3 of Revised Deposit Draft 2004 of the Camden UDP, as amended.

- 7 A BREEAM and EcoHomes assessment shall be submitted to and approved by the local planning authority prior to commencement of the development and the development shall be carried out in accordance with the measures approved in any such reports.

Reason for condition:

To ensure that the development complies with criteria to ensure the development uses materials in a sustainable manner and provides homes that will be suitable/adaptable for their occupiers over time, regardless of their changing physical abilities. This is in accordance with Policies SD9 and H7 of the Revised Deposit Draft of the Camden UDP, as amended.

- 8 Details of lightwells and windows served from those lightwells to the residential units at basement/lower ground floor level in Blocks A and C on the approved drawings shall be submitted to and approved by the local planning authority prior to commencement of the development and shall be carried out in accordance with such details.

Reason for Condition:

To ensure that the lower ground floor rooms to the residential units hereby approved have adequate light and outlook, in accordance with Policy EN1 of the Adopted UDP and Policy S1 and S2 of the Revised Deposit Draft of the UDP, as amended.

- 9 Details of all hard and soft landscaping on the site (including the relation of planting to proposed basement areas, the design and details of the internal access road) shall be submitted to and approved by the local planning authority prior to commencement of the development and shall be carried out in accordance with such approved details no later than the end of the first planting season following completion of the development or any phase of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, no later than the end of the following planting season, with others of similar size, and species, unless the Council gives prior written consent to any variation.

Reason for condition:

To ensure that suitable areas of circulation and amenity are provided within the development to an acceptable standard, in accordance with policies EN1, EN13 and EN15 of the Adopted Camden UDP and Policy B1 of the Revised Deposit Draft of the Camden UDP 2004, as amended.

- 10 Details of green and brown roofs and any other matters to enhance local biodiversity shall be submitted to and approved by the local planning authority and shall be provided and maintained within the development for as long as the development remains in existence.

Reason for condition:

To ensure the development makes a suitable contribution to encouraging local biodiversity in accordance with Policy Nnew of the Revised Deposit Draft of the Camden UDP 2004, as amended.

- 11 Details of any boundary treatment shall be submitted to and approved by the local planning authority and shall be carried out in accordance with any such approval prior to completion of the development of any phase of it.

Reason for condition:

To ensure that the development has suitable boundary treatment in accordance with Policy EN14 of the Adopted UDP 2000 and Policy B1 of the Revised Deposit Draft UDP 2004, as amended.

- 12 An arborocultural method statement shall be submitted to and approved by the local planning authority prior to commencement of the development and the development shall be carried out in accordance with the provisions of any such approved document.

Reason for condition:

To ensure that trees in and around the development are provided and protected to the benefit of the appearance and ecology of the development and the area, in accordance with Policy EN15 and EN61 of the Adopted Camden UDP 2000 and Policies B1 and N7 of the Revised Deposit Draft UDP 2004, as amended.

- 13 Details of measures to protect trees in and around the site during the construction process shall be submitted to the local planning authority prior to commencement of the development and the development shall be carried out in accordance with any such approved details. Any trees that die, are damaged or removed within 5 years of the commencement of the development shall be replaced by the end of the first planting season of the completion of the development with an identical or similar species of a standard to be previously agreed in writing with the local planning authority.

Reason for condition:

To ensure that trees that contribute to the amenities of the area are protected during the construction process, in accordance with Policy EN14 and EN61 of the Adopted Camden UDP and Policies B1, B2 and N7 of the Revised Deposit Draft UDP 2004, as amended.

- 14 Details of the entrance and pedestrian areas at and around the vehicular and pedestrian access to the development from Fellows Rd in relation to trees and their roots shall be submitted to and approved by the local planning authority prior to the commencement of the development and carried out in accordance with any such

Reason for condition:

To ensure that satisfactory provision is made for the storage of waste and recycling, in accordance with Policy EN13 of the Adopted Camden UDP 2000 and Policy B1 of the Revised Deposit Draft UDP 2004, as amended.

- 20 Details of plant (including an acoustic report) to be installed as part of the development shall be submitted to and approved by the local planning authority prior to commencement of the development. The development shall only be carried out in accordance with such details, including specified maximum noise levels.

Reason for condition:

To ensure that the appearance of any external plant is compatible with the appearance of the building and the area and to ensure that residential amenities are protected, in accordance with Policies EN5 and EN13 of the Adopted Camden UDP 2000 and Policies SD7 and B1 of the Revised Deposit Draft Camden UDP 2004, as amended.

- 21 Details of security measures including external lighting, lighting to entrance areas, parking and service areas and other related measures shall be submitted to and approved by the local planning authority prior to commencement of the development. The development shall be carried out in accordance with any such approved measures.

Reason for condition:

To ensure that suitable measures are taken in respect of security of the site, in accordance with Policy EN20 of the Adopted Camden UDP 2000 and Policy SD1 of the Revised Deposit Draft Camden UDP 2004, as amended.

Informative(s):

- DECISION**
- 1 The Council's Streets Management Engineering Group should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. The Group dealing with these matters is located at Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020-7278 4444).
 - 2 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Streets Management Traffic Management Section (tel: 020-7974 5629) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
 - 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
 - 4 It shall be the Contractors' responsibility to report any serious defects noted whilst working in or climbing the tree(s) in question. Should this suggest the need for

additional tree work to that specified or recommended, the Council should be notified in advance, excepting only in circumstances where safety reasons require immediate and urgent action.

- 5 You are advised that the structure hereby approved should be constructed in such a manner that it will not be susceptible to future damage by protected trees. The Council is unlikely to consider favourably any application to prune or fell protected trees because of their impact on the structure hereby approved. You are further advised that the Department of The Environment Transport and the Regions guidance "Tree Preservation Orders - A Guide to the Law and Good Practice" states that no compensation is payable to a person for loss or damage which was (i) reasonably foreseeable by that person, and (ii) attributable to that person's failure to take reasonable steps to avert the loss or damage or mitigate its extent.
- 6 Please note that any approval given by the Council does not give an exemption from the requirements to comply with the Wildlife and Countryside Act 1981 (as amended), or any other Acts offering protection to wildlife. Of particular note is the protection offered to bats, birds and their nests, whilst being built or in use. For further information contact the London Office of English Nature on 020 7340 4870.
- 7 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted.
- 8 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 9 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5000 per offence. You are advised to consult the Council's Environmental Health Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 4444) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 10 You are advised that the appropriate standards for tree work are set out in BS 3998: 1989. Failure to ensure that the proposed works are carried out to these standards may result in damage to the tree(s) and may result in legal action by the Council.
- 11 You are reminded that some trees on/around the site are the subject of Tree Preservation Orders and no tree the subject of a Tree Preservation Order may be lopped, topped or felled without the consent under the Order, except as provided for in the Order or as specifically indicated within the proposals to which this planning permission relates. Further advice on this aspect may be obtained from the Tree Preservation Officer. (Tel: 020-7974 5616)

- 12 In accordance with Section 211 of the Town and Country Planning Act 1990, the Council has granted leave for the removal of those trees specified for removal on the approved drawings on the Winchester Rd and Fellows Rd frontages of the site . Under Section 123 of this Act, the owner is required to plant a replacement of a size and species and in a location agreed with the Council. As Agents, please inform your clients of this requirement and submit the details outlined below in either your capacity as agents or ask the owner to do so. If the Council does not receive the details outlined below within 21 days of the date of this letter then the Council will contact the owner directly.
- 13 Details of replanting species, position, date and size, where applicable, should be submitted to this department's Tree Officer in advance of any works taking place that affect trees in or around the site..
- 14 Reasons for granting permission

DRAFT

The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Development Plan 2000 (with particular regard to Policies RE1-3, RE5 [as amended], RE6, EN1, EN4-8, EN10, EN12-16, EN18-20, EN28, EN37, EN41, EN53, EN61, TR1, TR2, TR4, TR5, TR10-12, TR16, TR17, TR19, TR21-23, HG1, HG6, HG8, HG11 [as amended], HG 12-16, EC4, SH2, SH3, SH10-14, PU2, PU5, DS1-3, DS5, DS6, and DS8-10) and the Revised Deposit Draft Unitary Development Plan 2004 (as amended) (with particular regard to Policies SD1-4, SD6-10, SD12, H1-3, H7, H8, B1, B2, B4, B7, B9, N4, Nnew, N7, T1-4, T7-9, T12, T16, R1, R2, R7 and E1). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report and committee papers.

DECISION

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate
(Duly authorised by the Council to sign this document)